

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 17, 2025

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



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

AMENDMENTS TO THE AGENDA

MINUTES

- 1) February 18, 2025 Special Work Session
- 2) February 18, 2025 Council Meeting

CONSENT AGENDA

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

- 3) Claims Submitted by Finance Officer in the Amount of \$1,874,444.16
- 4) Claims Submitted by ASM Global for the Sanford Center in the Amount of \$60,924.40
- 5) 2025 Business License Approvals
- 6) Approve Special Event Permit for Babe's Burnout Car Show (July 11-12)
- 7) Approve Transfer of Liquor License (Green Mill)
- 8) Approve SAFER Grant Application Submission (Fire)
- 9) Approve Purchase Agreement for BNSF Real Estate in Rail Corridor
- 10) Approve Change Order No. 8 - Phase 2 Water Treatment Plant - City Project 21-05
- 11) Approve Memorandum of Understanding with MnDOT - Trunk Highway 197 Improvements
- 12) Approve Safety Vendor Contract with Safe Assure
- 13) Approve KRLS Projects for the Bemidji Library
- 14) Approve Lease with First National Bank of Bemidji (ATM)
- 15) Resolution Approving Temporary Off-Premises Alcohol Permit for the Babe's Burnout Car Show
- 16) Resolution Approving Engineering Detour Agreement No. 1059161 with MnDOT
- 17) Resolution Authorizing Calendar Parking (Park Ave NW)
- 18) Resolution Restricting Parking (Hannah Ave NW)

- 19) Resolution Restricting Parking (Middle School DR NW)
- 20) Approve Council Travel Authorization-LMC Annual Conference (Duluth), June 25-27-Prince

CITIZENS WITH BUSINESS BEFORE THIS COUNCIL-NOT ON 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.

OLD BUSINESS

- 21) Consider Resolution Authorizing Grant Submission to DNR Local Trails Connection Grant - Cameron Access Trail Project

NEW BUSINESS

- 22) Consider Resolution Awarding Bid - 2025 Street Renewal Project - City Project 25-01
- 23) Consider Resolution Approving the Agreement Between the City and IUOE, Local 49 for 2025-2027
- 24) Consider Resolution Approving Agreement Between the City and LELS, Police Local 126 for 2025-2027
- 25) Consider Resolution Approving Agreement Between the City and LELS, Sergeants Local 227 for 2025-2027

COUNCIL COMMITTEE REPORTS

UPCOMING MEETINGS

- 26) Monday, March 17 - 6:00 p.m. - Council Meeting
Monday, March 24 - 5:30 p.m. - Work Session (Code of Conduct)

ADJOURN

MEMBER ATTENDING REMOTELY

MAYOR PRINCE WILL BE PARTICIPATING VIA WEBEX FROM A PUBLIC LOCATION AT THE MGM GRAND – 3799 S LAS VEGAS BLVD, LAS VEGAS, NV 89109 UNDER THE AUTHORITY OF MINNESOTA STATUTES 13D.02 Members of the public may monitor the meeting by accessing the remote meeting link on the city website

COUNCIL PROCEEDINGS

BEMIDJI, MINNESOTA

Special Meeting – February 18, 2025

Pursuant to due call and notice, a special meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Tuesday, February 18, 2025 at 5:23 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould, Peterson (WebEx), Dickinson (5:41), Rivera, Thayer (5:28). Absent: Eaton.

Staff Present: City Manager Rich Spiczka, City Attorney Katie Nolting, City Clerk Michelle Miller.

Others: Jim Thomson, Kennedy & Graven

Mayor Prince stated that the purpose of the meeting was to discuss pending or threatened litigation relating to the pending annexation matter between Bemidji Township and the City.

Motion by Rivera, seconded by Fiskevold Gould, to close the meeting in accordance with Minnesota Statute Section 13D.05, Subd. 3(b) to discuss matters protected by the attorney-client privilege relating to the pending annexation matter between Bemidji Township and the City. Motion carried by the following roll call vote: Yeas: Peterson, Fiskevold Gould, Prince, Rivera. Absent: Thayer, Eaton, Dickinson. Meeting closed at 5:24 p.m.

Councilmember Thayer arrived at 5:28 p.m. and Councilmember Dickinson arrived at 5:41.

Councilmembers discussed the pending annexation matter between Bemidji Township and the City in closed session.

Prince reopened the meeting at 5:47 p.m.

ADJOURN

There being no further business, motion by Fiskevold Gould, seconded by Rivera, to adjourn the meeting. Motion carried by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Fiskevold Gould, Peterson. Absent: Eaton. Meeting adjourned at 5:48 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

PROCEEDINGS

BEMIDJI, MINNESOTA

Regular Meeting – February 18, 2025

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Tuesday, February 18, 2025, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould, Peterson (WebEx), Dickinson, Rivera, Eaton (6:04), Thayer.

Staff Present: City Manager Rich Spiczka, City Engineer/Public Works Director Sam Anderson, Finance Director Donna Coe, Planning Assistant Melissa Fahrenbruch, City Clerk Michelle Miller

AMENDMENTS TO AGENDA

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

STATE OF THE CITY ADDRESS

Mayor Prince presented the State of the City Address for 2024.

MINUTES

The following minutes were presented for approval:

Work Session: January 27, 2025
Work Session (Closed): January 27, 2025

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

CONSENT AGENDA

Mayor Prince called for any amendments to be made to Consent Agenda. Fiskevold Gould requested that Council Travel be removed for discussion. The following Consent Agenda items were presented for approval. **Motion by Fiskevold Gould, seconded by Eaton, to approve Consent Agenda items as follows:**

1. Claims Submitted by Finance Officer in the Amount of \$2,028,796.74
2. Claims Submitted by ASM Global for the Sanford Center in the Amount of \$64,870.94
3. Approve December Financials Submitted by ASM Global for the Sanford Center
4. 2025 Business License Approvals
5. Approve Special Event Permit for KC Walleye Classic (June 14)
6. Approve Special Event Permit for Swedish Midsommar Festival (June 21)
7. Approve Grant Submission for Community Block Grant (Comprehensive Plan)
8. Approve Renewal Proposal with Granicus (formerly SmartGov/Dude Solutions)
9. Approve DEED Contamination Cleanup Grant Contract-Rail Corridor (\$902,082)
10. Approve DEED Redevelopment Grant Contract-Rail Corridor (\$589,926)
11. Approve Change Order No. 3-Wastewater Treatment Facility-Final Clarifier-City Project 23-03
12. Approve Quote of Valve and Pipe Replacement to Municipal Service Company in the Amount of \$130,000 (WWTF)
13. Approve Purchase of 2025 GMC Sierra Pickup from North Country GM and Tipper Box and Equipment from Crysteel Truck Equipment in the Amount of \$76,620.67 (Street)

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

CITIZENS WITH BUSINESS NOT ON AGENDA

- No appearance.

NEW BUSINESS

Consider Professional Service Agreements for Soil Remediation-Rail Corridor Property

Anderson stated that at the January 27, 2025 work session, information from City staff and Greater Bemidji's team was presented on the rail corridor project involving the proposed YMCA development.

The next step is to begin the design of the soil clean-up/remediation bid package (Bid Package #1) for the rail corridor. Bid Package #1 would include the contaminated soil removal & mass grading of the entire rail corridor and will also include some of the stormwater pond construction, existing building demolition, and removal of a portion of the paved bike trail west of Minnesota Avenue NW.

Staff are anticipating another separate bid package (Bid Package #2) that would involve public infrastructure upgrades including the sanitary sewer main replacement and some replacement of watermain under Minnesota Avenue NW. The scope of these additional public improvements will be finalized over the next 6 months, as Bid Package #1 costs come in, further design of the YMCA is developed, and the Planned Unit Development (PUD) process is underway.

Loucks Engineering and Barr Engineering have provided professional services proposals to assist city staff with design & bidding services for Bid Package #01. Loucks has been involved with the rail corridor development for seven years working for various project leads and has extensive knowledge of the current site conditions. Barr Engineering has worked with Loucks on other similar projects and prepared the approved Remediation Action Plan (RAP) from the MPCA for the site. The estimate for construction services for Bid Package #1 is around \$200,000-\$250,000 and that proposal would be brought back to Council at the time of awarding the construction contract to the approved low bidder.

Based on the grant application estimates, Bid Package #1 is anticipated to be roughly \$2.7 million in total project cost and funded using a combination of DEED clean-up grant (\$902K), DEED redevelopment grant (\$590K) funds, City land proceeds (Circle K), potential rail corridor land purchase funds, and/or stormwater utility funds.

Upon approval, design would begin immediately with the intent to have contractor bids for City Council approval in May or June 2025. Construction is anticipated to take about 2-3 months and be completed in the 2025 construction season.

Bid Package #2 design is anticipated to begin late Summer/early Fall 2025 to prepare for a more traditional winter design and Spring 2026 construction. This scope of work would be a separate proposal and brought later for Council approval.

- Councilmember Rivera inquired about the timeline for ending existing leases and vacating spaces for development.
- A question was raised about the status of the BNSF property acquisition, with the city manager indicating they are 98% of the way to finalizing the agreement.
- Councilmembers expressed appreciation for the long-running project, acknowledging the significant staff time and effort invested since 2013.

Motion by Thayer, seconded by Dickinson, authorizing the city manager to enter into a professional services agreement with Loucks in the amount not to exceed \$107,098 and Barr Engineering in the amount not to exceed \$73,800 for the design and bidding services for Rail

Corridor Development – Bid Package #1. Motion carried by the following roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Peterson, Thayer, Rivera.

Council Travel Authorization-Bemidji Day at the Capitol (St. Paul), March 5-Prince, Thayer
Councilmembers Fiskevold Gould and Rivera requested to be added to the council travel authorization for Bemidji Day at the Capitol in St. Paul on March 5.

Motion by Fiskevold Gould, seconded by Thayer, adding Fiskevold Gould and Rivera to the Council Travel Authorization for Bemidji Day at the Capitol in St. Paul on March 5. Motion carried by the following roll call vote: Yeas: Rivera, Peterson, Dickinson, Fiskevold Gould, Thayer, Prince, Eaton.

Motion by Fiskevold Gould, seconded by Dickinson, approving Council Travel Authorization for Bemidji Day at the Capitol in St. Paul on March 5 as amended. Motion carried by the following roll call vote: Yeas: Thayer, Dickinson, Eaton, Rivera, Fiskevold Gould, Peterson, Prince.

COUNCIL COMMITTEE UPDATES

- Councilmember Dickinson had nothing to report
- Councilmember Eaton attended the Library Board meeting, noting they were impacted by the death of Mary Marchand, a long-term library board volunteer
- Councilmember Rivera attended the Public Arts Commission meeting (reviewing and updated bylaws); participated in CGMC lobby day; will attend the annual treatment court meeting; and has an upcoming HRA meeting
- Councilmember Thayer thanked various departments and community members for the MMIW (Missing and Murdered Indigenous Women) walk; and will report on the Sustainability Commission at a future meeting
- Council Member Fiskevold Gould attended the animal ordinance committee meeting, appreciated the discussion on improving pet and animal policies.
- Council Member Peterson attended a Fire Relief Association meeting; and reminded everyone of an upcoming badge pinning ceremony on February 20th
- Mayor Prince attended CGMC legislative action day at the Capitol; participated in the MMIW walk; attended a Youth Build raffle; had a quarterly Greater Minnesota Housing Fund meeting; and was nominated to serve on the League of Minnesota Cities Insurance Trust Board

UPCOMING MEETINGS

- | | | |
|-----------------------|-----------|---|
| • Monday, February 24 | 5:30 p.m. | Work Session (Legislative Goals/Personnel Policy) |
| • Monday, March 3 | 6:00 p.m. | Council Meeting |
| • Monday, March 10 | 5:30 p.m. | Planning Board Meeting |

ADJOURN

There being no further business, motion by Fiskevold Gould, seconded by Thayer, to adjourn the meeting. Motion carried by the following roll call vote: Yeas: Fiskevold Gould, Eaton, Rivera, Peterson, Prince, Dickinson, Thayer. Meeting adjourned at 7:12 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

March 17th, 2025

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
42045 - 42153	See Attached List	<u>1,874,444.16</u>
		\$1,874,444.16
	TOTAL	\$ 1,874,444.16

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 03/12/2025 - 10:06AM
Warrant Request Date: 3/18/2025
DAC Fund:



Batch: 00418.03.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Ace On The Lake	000042045	2,157.94
2	Acme Tools-Bemidji	000042046	50.00
3	Alerus Retirement and Benefits	000000000	60.00
4	All State Communications	000042047	540.00
5	Anderson, Todd	000000000	170.00
6	Artisan Beer Company	000042048	1,124.60
7	Arvig	000042049	1,866.93
8	Bellboy Corporation	000000000	3,040.30
9	Beltrami County Auditor/Treasurer	000042050	899.37
10	Beltrami County Dare Advisory	000000000	931.99
11	Beltrami County Recorder	000042051	116.00
12	Beltrami Electric Coop	000042052	1,212.09
13	Bemidji Coca-Cola Bottling Co, Inc	000042053	430.70
14	Bemidji Community Arena	000042054	360.00
15	Bemidji Coop Ass'n, Inc.	000042055	171.15
16	Bemidji Downtown Alliance Board	000042056	1,938.74
17	Bemidji Paper Sales, Inc.	000042057	799.73
18	Bemidji State University	000042058	1,400.00
19	Bemidji Veterinary Hosp.	000042059	200.00
20	Bernick's	000000000	15,776.51
21	Bessler Electric	000042060	1,433.58
22	Blue Ox Operations, LLC	000042061	401.10
23	Bluefin Payment Systems	000000000	2,900.98
24	Bob Lowth Ford, Inc.	000042062	6,590.31
25	Bob's Econo Pump	000042063	250.00
26	Bonded Lock & Key of Bemidji	000042064	15,621.03
27	Boyer Mechanical Services	000000000	480.00
28	Breakthru Beverage Minnesota Beer, LLC	000042065	166.50
29	Breakthru Beverage Minnesota Wine & Spirits, LLC	000042066	13,338.46
30	Buena Vista Ski Area	000042067	158.00
31	Campus Recreation	000042068	1,444.00
32	Cannon River Winery	000042069	533.00
33	Chandler's Detail Plus, Inc.	000042070	999.90
34	City of Bemidji - ACH	000000000	15,794.38
35	Cleaning Maid Simple	000000000	1,080.00
36	Climate Control, Inc.	000042071	6,237.50
37	ComplianceGo, LLC	000042072	600.00
38	Cool Threads	000042073	832.00
39	Core & Main	000042074	21,816.60
40	Crye Precision, LLC	000042075	7,519.47
41	Culligan	000042076	152.10
42	Dahlheimer Beverage Brainerd	000000000	1,887.35
43	Davies, Reese	000000000	300.00
44	Dick's Plumbing & Heating, Inc	000042077	205.00

Page Total: \$133,987.31

Line	Claimant	Voucher No.	Amount
45	Doosan Bobcat North America, Inc	000042078	7,244.06
46	D-S Beverages	000042079	25,723.35
47	DSGW Architects	000042080	120.00
48	EAPC Architects Engineers	000042081	4,066.25
49	Eaton,Lynn	000000000	246.40
50	Emergency Automotive Technologies, Inc.	000000000	1,007.11
51	Fastenal Company	000042082	283.76
52	Fed Ex	000042083	71.13
53	Ferguson Enterprises #1657	000042084	269.97
54	Finnegan Playground Adventures	000042085	2,054.09
55	Fiskevold Gould,Gwenia	000000000	35.00
56	Flaherty & Hood, P. A.	000042086	17,658.75
57	FleetPride, Inc.	000042087	30.87
58	Forum Communications Company	000000000	2,300.00
59	Frenzel Construction, Inc.	000042088	217.50
60	Gopher State One-Call	000000000	21.60
61	Grand Forks Fire Equipment LLC	000000000	421.00
62	Granite City Armored Car, Inc.	000042089	799.50
63	Greenwaldt,Andrew	000000000	91.93
64	Hawkins, Inc.	000042090	7,024.67
65	HBI Radio Bemidji	000042091	546.00
66	Hill's Plumbing & Heating, Inc	000042092	705.00
67	Honeywell International Inc.	000000000	2,371.39
68	Image Photography & Camera Corner	000042093	295.00
69	Ink Spot Press	000042094	414.72
70	J & L Oil	000042095	707.15
71	Jackson,Melissa	000000000	63.00
72	Jim Hirt Trucking, Inc	000042096	1,776.84
73	Joe's Northwoods Pest Control	000042097	107.50
74	Johnson Bros., Inc.	000042098	40,344.23
75	Jon's Refuse Solutions, Inc	000042099	1,942.00
76	Kenny's	000042100	781.24
77	Korinta,Tim	000000000	365.00
78	Lake Bemidji Bed and Breakfast, LLC	000042101	21.96
79	Lakeland Public Television	000042102	1,800.00
80	Lakes Country Service Coop	000042103	2,817.00
81	League of MN Cities	000042104	2,790.00
82	League of MN Insurance Trust	000042105	540.53
83	LifeSigns Plus, Inc	000042106	2,700.00
84	Lube-Tech & Partners, LLC	000042107	2,328.60
85	Marco, Inc.	000000000	556.14
86	Martin-McAllister	000042108	650.00
87	Maverick Beverage Company	000042109	1,897.98
88	McKinnon Co., Inc.	000042110	17,183.88
89	McMaster-Carr Supply Co.	000000000	164.73
90	Menards-Bemidji	000042111	374.98
91	MN Dept of Health	000042112	9,515.88
92	MN Dept of Labor & Industry	000042113	10.00
93	MN Dept of Revenue ACH	000000000	83,908.00
94	MN Energy Resources	000000000	19,119.81
95	MN Valley Testing Lab, Inc.	000000000	463.50
96	MoeCo Fire & Safety	000042114	520.02
97	MTI Distributing Co.	000042115	765.81
98	NAPA Auto Parts/Premier	000042116	913.33
99	Naylor Heating & Refrigeration, LLC	000000000	4,028.79
100	NCL of Wisconsin, Inc	000000000	1,183.65
101	Nei Bottling, Inc.	000042117	300.00

Page Total: \$274,660.60

Line	Claimant	Voucher No.	Amount
102	Northland Fire Protection	000042118	415.00
103	NW Tire, Incorporated	000042119	647.64
104	Olson,Cory	000000000	382.80
105	O'Reilly Auto Parts	000042120	585.51
106	Paustis & Sons	000042121	2,736.02
107	Peterson Sheet Metal, Inc.	000000000	5,154.70
108	Phillips Wine & Spirits	000042122	20,602.17
109	Poster Compliance Center	000042123	923.77
110	PowerPlan OIB	000042124	267.32
111	Prince,Jorge	000000000	533.30
112	Priority Payment Systems	000000000	544.14
113	Pro-West & Associates, Inc.	000042125	1,751.75
114	Quadient Leasing	000042126	177.51
115	Rice Lake Construction Group	000042127	915,497.83
116	Richards Publishing Company	000042128	110.00
117	RIHM Kenworth	000042129	42.34
118	RITE	000042130	24,972.25
119	RMB Environmental Laboratories, Inc.	000042131	1,541.38
120	Roger's Two Way Radio, Inc.	000042132	154.40
121	Ross Lewis Sign Co.	000042133	260.00
122	Sanford Center	000042134	5,386.57
123	Sanitation Products Inc.	000042135	287.66
124	Sathre Title & Abstract	000000000	401,631.00
125	Sherwin-Williams Co	000042136	226.37
126	Sherwood,Justin	000000000	208.00
127	Skeeter Stitch	000042137	38.00
128	Skips Tire and Auto	000042138	167.88
129	Skumavc,Kori	000000000	66.36
130	Smith,Christopher	000000000	170.00
131	Southern Glazer's of MN	000042139	16,719.54
132	Southside Tow & Rec, Inc	000042140	1,018.27
133	Spizcka,Richard	000000000	261.20
134	Springbrook Software LLC	000000000	1,559.00
135	T & K Outdoors, Inc.	000042141	160.00
136	Tactical Products & Services Inc.	000042142	1,923.00
137	Tawyea,Michael	000042143	600.00
138	Team Laboratory Chemical, LLC	000042144	665.00
139	Thayer,Audrey	000000000	70.00
140	Thomson Reuters-West	000042145	979.48
141	Town Law Center PLLP	000042146	1,458.50
142	Uline	000042147	36.07
143	US Bank Merchant Billing	000000000	491.47
144	USA Bluebook	000042148	108.37
145	Vestis	000042149	1,138.77
146	Vinocopia, Inc.	000000000	7,379.43
147	Warren,Neal	000000000	242.00
148	Waste Management of WI-MN	000042150	1,254.36
149	Wells Fargo.Business Track	000000000	708.29
150	Wells Fargo-ACH	000000000	38,422.88
151	Wes Plumbing & Heating	000042151	156.00
152	WEX Health, Inc	000000000	417.25
153	Widseth, Smith & Nolting	000042152	3,744.30
154	Wine Merchants	000042153	546.23
155	Ziegler, Inc.	000000000	255.17

Page Total: \$1,465,796.25

Line	Claimant	Voucher No.	Amount
Page Total:			\$0.00
Grand Total:			\$1,874,444.16

**Sanford Center
Cash Requirements
As of Mar 18, 2025**

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	Operating Supplies	3/11/25	86.76
ASM Global	Annual ASM Global Insights Marketing Tool	1/28/25	6,251.18
ASM Global	2025 Microsoft License Billing	2/27/25	11,049.61
ASM Global	ASM Global		17,300.79
Bemidji Baseball Booster Club	NPO Payment	2/22/25	479.41
Bonded Lock & Key, Inc.	General Building Maintenance	3/7/25	200.00
Bridgepay Network Solutions	Merchant Gateway Fee	3/7/25	19.95
Bemidji State University	NPO Payment	2/21/25	491.39
Bemidji State University	NPO Payment	2/21/25	518.74
Bemidji State University	NPO Payment	2/22/25	526.81
Bemidji State University	Bemidji State University		1,536.94
Carbonhouse	Website Host and License	3/1/25	700.00
Central McGowan Inc	F&B CO2	2/28/25	55.06
City of Bemidji	Utility - Water & Sewer	2/28/25	3,362.33
City of Bemidji	Contracted Security Reimbursable	3/3/25	700.00
City of Bemidji	Contracted Security Reimbursable	3/3/25	3,175.00
City of Bemidji	City of Bemidji		7,237.33
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/9/25	139.37
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/9/25	139.37
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/9/25	139.37
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/9/25	139.37
Country Inn & Suites Bemidji	Event Lodging Reimbursable	2/16/25	278.74
Country Inn & Suites Bemidji	Event Lodging Reimbursable	2/24/25	125.00
Country Inn & Suites Bemidji	Country Inn & Suites Bemidji		961.22
Fusion Competition Booster Club	NPO Payment	2/21/25	482.74
Fusion Competition Booster Club	NPO Payment	2/22/25	438.49
Fusion Competition Booster Club	Fusion Competition Booster Club		921.23
Forum Communications Company	Building Sales & Marketing	2/28/25	512.40
Guardian Pest Solutions	Pest Control	3/11/25	284.88

**Sanford Center
Cash Requirements
As of Mar 18, 2025**

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
Hard Target, Inc.	Contracted EMT & Security Reimbursable	3/1/25	<u>2,340.00</u>
HBI Radio Bemidji	Show Marketing Reimbursable	2/28/25	120.00
HBI Radio Bemidji	Show Marketing Reimbursable	2/28/25	<u>180.00</u>
HBI Radio Bemidji	HBI Radio Bemidji		<u>300.00</u>
Higgins Heating, A/C	General Building Maintenance	2/26/25	<u>223.00</u>
Infor(US), LLC	Annual Event Management Software	2/1/25	<u>5,000.00</u>
Joe's Northwoods Pest Control	Pest Control	2/1/25	<u>434.00</u>
Luekens Village Foods - North	Inventory - Food	2/27/25	75.57
Luekens Village Foods - North	Inventory - Food	3/5/25	<u>56.45</u>
Luekens Village Foods - North	Luekens Village Foods - North		<u>132.02</u>
Luekens Village Foods - South	Inventory - Food	2/1/25	80.87
Luekens Village Foods - South	Inventory - Food	2/26/25	47.39
Luekens Village Foods - South	Inventory - Food	2/26/25	34.76
Luekens Village Foods - South	Inventory - Food	3/8/25	<u>28.36</u>
Luekens Village Foods - South	Luekens Village Foods - South		<u>191.38</u>
Marco Technologies LLC	Copier/Printer Rental	3/8/25	<u>396.52</u>
Marsh USA LLC	General Liability Insurance	3/2/25	4,018.00
Marsh USA LLC	Workers Comp Insurance	3/5/25	<u>3,177.00</u>
Marsh USA LLC	Marsh USA LLC		<u>7,195.00</u>
Meyers SignSource	Sponsorship Fullfillment Cost	2/27/25	<u>405.00</u>
Nate Anderson	Reimbursement: Mileage for Training	3/7/25	<u>502.60</u>
NLFX Professional	Contracted AV Reimbursable	2/13/25	133.00
NLFX Professional	Contracted AV Reimbursable	3/4/25	1,080.50
NLFX Professional	Contracted AV Reimbursable	3/4/25	70.00
NLFX Professional	Contracted AV Reimbursable	3/10/25	210.00
NLFX Professional	Contracted AV Reimbursable	3/10/25	45.00
NLFX Professional	Contracted AV Reimbursable	3/10/25	225.00
NLFX Professional	Contracted AV Reimbursable	3/10/25	<u>45.00</u>
NLFX Professional	NLFX Professional		<u>1,808.50</u>
Dennis A. Noska	HVAC Maintenance	2/1/25	250.00
Dennis A. Noska	HVAC Maintenance	2/25/25	200.00

**Sanford Center
Cash Requirements
As of Mar 18, 2025**

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
Dennis A. Noska	Dennis A. Noska		<u>450.00</u>
ODP Business Solutions, LLC	Office Supplies	2/21/25	117.38
ODP Business Solutions, LLC	Office Supplies	2/24/25	<u>381.60</u>
ODP Business Solutions, LLC	ODP Business Solutions, LLC		<u>498.98</u>
Orbis Payment Services, Inc	PCI Compliance	3/1/25	1,000.00
Orbis Payment Services, Inc	PCI Compliance	3/6/25	<u>115.00</u>
Orbis Payment Services, Inc	Orbis Payment Services, Inc		<u>1,115.00</u>
Paul Bunyan Communications	Utility - Telephone	3/1/25	<u>1,517.94</u>
Performance Food Group	Inventory - Food	2/28/25	-133.20
Performance Food Group	Inventory - Food	3/3/25	964.17
Performance Food Group	Inventory - Food	3/5/25	2,107.56
Performance Food Group	Inventory - Food	3/6/25	202.97
Performance Food Group	Inventory - Food	3/7/25	89.20
Performance Food Group	Operating Supplies	3/7/25	42.40
Performance Food Group	Operating Supplies	3/11/25	<u>34.68</u>
Performance Food Group	Performance Food Group		<u>3,307.78</u>
Robert Anderson	Reimbursement: Jolt, Canva, Square, Adobe, General Building Maintenance, Employee Training, Office Supplies, Operating Supplies, and Show Marketing Reimbursable	3/11/25	<u>2,683.52</u>
Schindler Elevator Corporation	Elevator Maintenance	2/1/25	<u>100.55</u>
Southern Glazer's of MN	Inventory - Liquor	3/6/25	<u>441.52</u>
T&K Outdoors, Inc	Storage Unit Rental	3/4/25	<u>100.00</u>
Vestis Group, Inc	Laundry & Linen	2/27/25	147.52
Vestis Group, Inc	Laundry & Linen	2/27/25	375.79
Vestis Group, Inc	Laundry & Linen	3/6/25	<u>147.52</u>
Vestis Group, Inc	Vestis Group, Inc		<u>670.83</u>
WM Corporate Services, Inc	Utility - Trash Removal	3/4/25	<u>814.29</u>
			<u><u>60,924.40</u></u>

BUSINESS LICENSES APPROVALS - 2025

Type of License	Business Name	Business Location	Fee Paid
Plumber	SAMUELSON LANEY PLUMBING HEATIN	WITHIN BEMIDJI CITY LIMITS PM061530	\$95.00

Special Event Application



Please fill out this application form for special events, festivals, block parties, fun runs/races, road closures, parades, and park events. Applications for street closures or events with less than 300 participants must be submitted 30 days prior to event date, for large events involving 300-1000 participants, application must be submitted 90 days prior to the event; and for events with over 1,000 participants applications must be submitted 120 days prior to the event.

Applicant Information

Organization Name (Required): The Sanford Center

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

Event Contact Name (Required): Bobby Anderson

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

Cell Phone (Required): (651) 808-5339

Event Contact Email (Required): banderson@thesanfordcenter.com

Event Contact Name #2 (Required): Ethan Rogers

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

Event Information

Event Name (Required): Babe's Burnout Car Show

Event Date: 7/11/2024 - 7/12/2024

If the event is multiple days please enter them in the box below.

Event Dates (continued):

7/8/2024 - Close front parking lot area for tent set up
7/9/2024 - Continue Setup
7/10/2024 - Close remaining parking lot show areas to finalize setup
7/11/2024 - Morning Set up with evening event to follow
7/12/2024 - Event day 2
7/13/2024 - Tear down and clean up

Park/Location Requested – Damage Deposit Required (\$250 under 99 participants, \$500 for 100-299 participants, \$1,000 over 300 participants):

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

If Other, please explain: Sanford Center Front Parking Lot

Special Event Application



Please select your anticipated event size (Required)

(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

- ☐ Under 99 Participants - \$250 Damage Deposit
- ☐ 100-299 Participants - \$500 Damage Deposit
- ☒ 300+ Participants - \$1000 Damage Deposit

Event Time: 12pm-10pm Friday 11am-10pm Saturday

Set-up Time: 8:00am Tuesday - 12:00pm Friday

Clean-up Time: 8:00am Sunday

Expected Daily Attendance: 4000

Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

Event Description:

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

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

If Other, please explain: Car Show

Please provide a description of your event, including, if applicable which city streets or parking lots:

We will be putting on a car show in our parking lot. It will consist of food trucks, vendors, cars, and an entertainment tent that will have live music/entertainment. We will have a cornhole tournament that will take place during the show as well as seminars. The entire show will take place in the front parking lot on the east half of the lot as shown in the attached layout.

There will be a company bringing a portable Dynograph - Description Below
A typical dynograph will show the power and torque of a vehicle through the full rev range at full throttle. If work has been carried out, often this will show a before and after graph, overlaid on the same sheet to make the differences clear, with a peak power and sometimes peak torque figure. This will take place in our parking lot as it had in 2023.

There will be a burnout pit in the parking lot as well to be contained within the parking lot. This will occur for a short period of time during the event.

Event Features

Amplified Sound (Required):

(Select only one option)

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

- ☐ No
- ☒ Yes

List type of amplified sound:

We will have a sound system for announcements as well as live music and entertainment during the event. We will also have vehicle noise from the burnout pit/dyno.

Special Event Application



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.
- 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.

Tents or Canopies (Required):

(Select only one option)

☒ Yes

☐ No

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

60' x 120' Approximately - Entertainment & Live Music Tent

Alcohol (Select One) (Required):

(Select only one option)

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

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

☒ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)*
Name of Establishment The Sanford Center

☐ Catered Event, Licensee holding caterer's permit.

☐ No Alcohol

Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Additionally, event organizers must 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

Special Event Application



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.

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: 10

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 75

Number of Barricades Requested: 30

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 26
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 22
10 Benches have backs; 12 are backless

Bike Racks Requested: 3

Event Logistics

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

Portable Restrooms

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

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

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

Garbage

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

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

Certificate of Insurance

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

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down

Special Event Application



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

Street Closures

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

a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.

b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?	NO
Date(s) of requested street closure:	
Street Name(s) and/or number to be closed:	
Start Time of Street Closure:	Between _____ &/To _____
End Time of Street Closure:	
Number of No Parking Signs Requested:	None

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.

Special Event Application



Detour Map

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

Vehicle Policy

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

Applicant Signature

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

Signature: _____

A handwritten signature in blue ink, appearing to be "J. Allen", is written over a horizontal line.

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601



CITY COUNCIL AGENDA ITEM



Meeting Date: March 17, 2025

Action Requested: Approve Transfer of Liquor License

Prepared By: Michelle Miller, City Clerk Admin

Background:

Lakeside Management, Inc., d/b/a Green Mill Bemidji, has applied for transfer of the liquor license currently issued to and held by Edgewater Group d/b/a Green Mill, located at 1025 Paul Bunyan Dr SE.

Under the City Code (Liquor License regulations), a change in ownership is considered to be a transfer of the liquor license and requires Council approval. The reason for this requirement is that it provides the Council an opportunity to review the eligibility of the new licensee and whether the change in ownership materially affects the integrity and character of the management of operation of the business in question.

Recommendation:

Based upon the application requirements being met, including positive background investigation results, staff recommends approval of the transfer of the liquor to Lakeside Management, Inc. d/b/a Green Mill Bemidji at 1025 Paul Bunyan Dr SE.

COUNCIL AGENDA ITEM



Date: March 17, 2025

Action Requested: SAFER Grant Application Approval

Prepared By: Justin Sherwood, Fire Chief *JS*

Reviewed By: Richard Spiczka, City Manager

Background:

The Staffing for Adequate Fire and Emergency Response (SAFER) Grants are a federal funding program administered by FEMA designed to help fire departments achieve and maintain adequate staffing levels. These grants aim to improve response times, reduce overtime and burnout, and enhance public safety by providing financial support for hiring, recruiting, and retaining firefighters. Through the SAFER Grants program, communities can effectively ensure they have enough personnel and resources to protect against and respond to fire-related hazards.

SAFER Grants offer financial assistance to fire departments for hiring, recruiting, and retaining firefighters. This funding covers salaries and benefits for three years without requiring a matching contribution.

The Bemidji Fire Department applied for funding of four firefighters in 2024 but was unsuccessful.

Recommendation:

Staff recommends that the Bemidji City Council authorize the Bemidji Fire Department to submit a SAFER Grant application for four firefighters, or an estimated \$1,455,712.99



BEMIDJI FIRE DEPARTMENT

318 5th Street NW • Bemidji, MN 56601 • 218-751-8001

Justin M. Sherwood
Fire Chief
firechief@ci.bemidji.mn.us

Michael K. Yavarow, Jr
Deputy Fire Chief
firecode@ci.bemidji.mn.us

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Description:

The Staffing for Adequate Fire and Emergency Response (SAFER) Grant is a federal grant program administered by FEMA through the Assistance to Firefighters Grant (AFG) Program. The SAFER Grant is designed to help fire departments and volunteer firefighter organizations increase or maintain their staffing levels to meet industry standards and improve response capabilities.

Award Purpose: Hiring of Firefighters

- Provides funding for the salary and benefits of new firefighters for three years.
- Encourages departments to hire additional firefighters to meet minimum staffing standards.
- It covers 100% of the cost for three years with no match.

Eligibility Requirements:

Open to career, combination, and volunteer fire departments that meet eligibility requirements.

- Career, combination, and volunteer fire departments operating in the U.S.
- Must be registered with System for Award Management (SAM) (SAM.gov)
- Must comply with National Incident Management System (NIMS) requirements
- Must have an NFIRS (National Fire Incident Reporting System) account or a local equivalent

How the Grant Works:

- Application Process: Fire departments submit applications through FEMA's Grants Portal during the application period.
- Award Period: Varies depending on the grant type, typically up to 36 months for hiring.
- Cost Share: Unlike some other FEMA grants, SAFER does not require a cost-share for the hiring category.

Benefits of SAFER Grants:

- Increased Staffing Without Immediate Budget Strain
- The grant helps fund firefighter salaries and benefits for a set period (typically three years), allowing the department to increase staffing levels without straining the city's budget.
- This could be crucial for Bemidji, especially with increasing call volumes and budget constraints.
- The grant provides a multi-year funding buffer, allowing the city to plan for long-term financial sustainability.
- This gives Bemidji time to explore and plan for additional funding sources.
- Meeting the “2-in/2-out” OSHA standard is easier with more personnel available.
- More personnel ensure adequate staffing for high-risk operations, such as water rescues, technical rescues, and fire responses.

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) between **CITY OF BEMIDJI** (“**Buyer**”) and **BNSF RAILWAY COMPANY** (“**Seller**”). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date Notwithstanding, anything herein, this sale shall close on or before April 10, 2025. Seller shall have the right to extend the closing up to ninety (90) days, at Seller’s sole judgment.

Earnest Money Within five (5) business days of the execution date, the refundable sum of Ten Thousand and no/100 (\$10,000.00) by cash, certified check, or wire transfer made payable to BNSF Railway Company, and shall be credited to the purchase price of the property.

Effective Date The date of Seller’s execution of this Agreement as indicated below Seller’s signature hereto.

Property That parcel of land situated in or near the City of Bemidji, County of Beltrami and State of Minnesota, shown hatched black on map marked Exhibit A dated 10/30/2024 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of Seventy Nine Thousand and no/100 (\$79,000.00).

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is forty-five (45) days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller’s right, title and interest (if any), in and to the Property.

(b) Seller may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, (“**Goldfinch**”) an exchange intermediary, in order for Seller to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Seller shall provide Buyer with a Notice of Assignment, attached as Exhibit B, and Buyer shall execute an acknowledgement of receipt of such notice.

(c) Upon submission by Buyer to Seller of this Agreement signed by Buyer, Buyer shall deposit the Earnest Money with Goldfinch as escrow agent. Goldfinch shall hold the Earnest Money in escrow pursuant to the terms and conditions of this Agreement. The Earnest Money shall be refunded to Buyer if this Agreement is not executed and delivered by Seller within forty-five (45) days after the date Buyer delivers this agreement fully executed by Buyer and deposits the Earnest Money. Buyer shall not be entitled to any interest on the Earnest Money held by Goldfinch pursuant to this Agreement. Buyer acknowledges that receipt by Goldfinch of the Earnest Money shall not constitute acceptance of this Agreement or Buyer’s offer provided, however, that Goldfinch shall return the Earnest Money to Buyer if Seller does not execute and deliver this Agreement within forty-five (45) days after Buyer deposits the Earnest Money. Goldfinch shall deliver the Earnest Money to the party entitled thereto pursuant to this Agreement, provided, however if there is a dispute between Buyer and Seller as to who is so entitled, Goldfinch may deposit the Earnest Money with a court of competent jurisdiction pending resolution of such dispute.

(d) The balance of the Purchase Price shall be paid at Closing as provided below.

INSPECTION

3. (a) After the Effective Date, Buyer shall, at Buyer’s sole cost and expense, cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the “**Survey**”). Said Survey shall be delivered to Seller no later than twenty (20) days prior to the Closing Date. Seller shall have the right to review and require necessary changes to the Survey to more accurately describe the Property and any Easements located thereon. If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a “**Municipality**”) requires a survey or plat to convey the Property (a “**Plat**”), the Buyer shall obtain, at Buyer’s sole cost and expense, such Plat and the approval of such Municipality. Seller’s obligations hereunder are conditioned upon Seller’s approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections

(including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the Parties shall proceed to Closing in accordance with the remaining provisions of this Agreement.

(c) During the Review Period, Buyer may, at Buyer's sole cost and expense, conduct a Phase I environmental site assessment and/or other non-invasive environmental investigation and due diligence on the Property as reasonably determined necessary by Buyer, including biological, cultural, historical, boundary, and/or geotechnical matters. If the Phase I environmental site assessment identifies a recognized environmental condition and recommends a Phase II environmental site assessment, Buyer may seek written permission to conduct invasive subsurface sampling of soil, soil vapor, or groundwater as part of Phase II limited site investigation, at Buyer's sole cost and expense, and Seller shall not unreasonably withhold permission to proceed with such sampling. Under no circumstances, however, shall Buyer share any sampling results with Seller or any entity (other than Buyer's environmental consultant) prior to Closing, including any third-party or governmental entity, and Buyer must maintain strict confidentiality of all such subsurface sampling results until Closing.

(d) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer, Buyer shall obtain all required access Permits and/or Licenses by completing the application process via <https://railpermitting.com>. The terms and provisions of the issued Permits and/or Licenses are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the issued Permits and/or Licenses.

(e) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied.

(f) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to the lien of any of Seller's mortgages. Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which Seller is obligated to pay within one hundred eighty (180) days after the first meeting of Seller's Board of Directors held after the Closing. In the event Seller shall be unable to obtain said releases for any reason, Seller shall have the right to repurchase the Property from Buyer for the Purchase Price and Buyer shall reconvey the Property to Seller free and clear of defects or objections arising after the Effective Date upon which this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except those that expressly survive termination.

CLOSING

4. Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to The Bank of New York Mellon Trust Company, NA or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items,

Seller shall deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the “**Deed**”) conveying to Buyer Seller’s interest, if any, in and to the Property, (2) counterparts of the Exchange Assignment, and (3) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer’s period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. (“Broker”) pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

NATURE OF SALE

7. Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, **"Indemnitees"**) from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property.

Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers.

(b) Grantee's interest shall be subject to a reservation to Grantor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property or otherwise interfere with use of the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) Grantee covenants and agrees that no groundwater under or at the Property may be used for drinking water or irrigation purposes. Further, for fifty (50) years after the Closing Date, the Property shall be used exclusively for non-residential purposes.

(e) Within 60 days after closing, Grantee shall, at its sole cost and expense, construct a protective chain link fence a minimum of six (6) feet in height upon, over and across the track side of the Property as shown -X—X—X-- on the attached Exhibit "A" and by this reference made a part hereof. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost of the Grantee. If fence is not constructed within this time frame, Grantor may construct said fence at the sole cost of Grantee and Grantee shall pay Grantor all associated costs within 10 days of receipt of bills.

(f) Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's interest in the Property, if any, on this basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to any portion of the Property. In light of Grantor's disclosure that it may not hold a fee interest in all or part of the Property, Grantee agrees to indemnify, defend and hold Grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.

REPRESENTATIONS

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed municipality, political subdivision, under the laws of the State of Minnesota; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superseded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements

on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

ADMINISTRATIVE FEE

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of **\$2,500.00** over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

BUYER:

CITY OF BEMIDJI

Buyer's name as it is to appear on deed
(PRINTED/TYPED)

By: _____
Jorge Prince
Its Mayor
Date: _____

By: _____
Richard Spiczka
City Manager
Date: _____

Buyer's Address:

317 4th Street NW
Bemidji, Minnesota 56601

Attn: City Manager
Phone: 218-759-3565

Buyer's SSN or EIN: _____

SELLER:

BNSF RAILWAY COMPANY

By: _____
Print Name: Cary Hutchings
Title: Director Real Estate

Seller's Address:

c/o JLL-RPG
2650 Lou Menk Drive AOB 2 M234
Fort Worth, TX 76131
Attn: Cathy Clune

Phone: 651-415-2706

Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in red]



COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Approve Change Order No. 8 – Phase 2 Water Treatment Plant - City Project 21-05

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

Background:

Attached is Change Order #8 for the construction of Phase 2 of the city's new water treatment plant. This change order includes one item that will be completed over the next 4-6 weeks to wrap up construction by May.

1. Additional Painting and Process Pipe Joint Caulking \$ 45,490.47

Due to seasonal changes in temperature and/or humidity, the process piping within the plant can "sweat" with condensation from the colder water within the pipes. Though the paint covers most of the exposed pipe, there's areas within the joints of pipe fittings that can't be coated and are prone to rust overtime. Staff are proposing that we seal those joints with caulking and touch-up with paint to match the remaining pipes. Joint caulking wasn't included in the original contract. Also, with the project being completed in 2 phases multiple years apart, staff are recommending that we re-coat the "red" colored floor in the main process areas so there's a consistent color and finish.

The substantial completion date was August 1st, 2024 and the new plant has been operating since that date. This change order would amend the final completion date to May 1st, 2025 to allow time to complete this change order work and the project would transition into the warranty phase.

All of the items in the change order have been reviewed by Barr Engineering and city staff and are recommended for approval.

Finance

The net amount of the attached change order is \$45,490.47. This change order results in a new contract cost with Rice Lake Construction of \$14,708,483.76. State of Minnesota grant funds are paying for \$10,200,000 of the project costs and the remainder of the project costs are being funded by the water utility fund.

Recommendation

It is recommended that the city council pass a motion approving Change Order #8 for the Water Treatment Plant – City Project 21-05.

CHANGE ORDER NO. 8

PROJECT: City of Bemidji Water Treatment Plant Phase 2

DATE OF ISSUANCE: March 11, 2025

EFFECTIVE DATE: March 17, 2025

OWNER: City of Bemidji, Minnesota

ENGINEER'S Project No.: 23041017

CONTRACTOR: Rice Lake Construction Group.

ENGINEER: Barr Engineering

You are directed to make the following changes in the Contract Documents. Description:

Change Order Proposal #46 – Additional Painting and Completion Date Extension

Total**\$ 45,490.47**

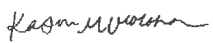
Attachments: Rice Lake COP # 46

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>14,198,200.00</u>	Substantial Completion : <u>April 15, 2024</u> days or dates Ready for final payment : <u>July 1, 2024</u> days or dates
Net changes from previous Change Orders (No. <u>1, 2, 3, 4, 5, 6, & 7</u>)	Net changes from previous Change Orders (No. <u>1, 2, 3, 4, 5, & 6</u>)
\$ <u>464,763.29</u>	<u>108</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$ <u>14,662,993.29</u>	Substantial Completion : <u>August 1, 2024</u> days or dates Ready for final payment : <u>November 8, 2024</u> days or dates
Net Increase of this Change Order	Net Time Increase of this Change Order
\$ <u>45,490.47</u>	<u>174</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>14,708,483.76</u>	Substantial Completion : <u>August 1, 2024</u> days or dates Ready for final payment : <u>May 1, 2025</u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
Engineer (Authorized Signature)By: _____
Owner (Authorized Signature)By: 
Contractor (Authorized Signature)Date: March 10, 2025

Date: _____

Date: 3/10/25

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Trunk Highway 197 Improvements – Approval of Memorandum of Understanding with MnDOT

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

Reviewed By: Richard Spiczka, City Manager

Background:

At the March 10th work session, staff provided an update to Council on the RAISE grant funding pause with 2 options for next steps. Option 1 was to delay the project 1-year and wait for more information on the current federal RAISE grant funding. Option 2 was to use the available \$5.2 million IIJA Discretionary Match funds to allow advertisement and begin construction of the Hannah Avenue and Middle School Drive Reconstruction project in 2025. MnDOT has requested approval of a Memorandum of Understanding (MOU) with the City stating commitment to the TH 197 Improvement project in the event the RAISE grant funding is no longer available.

City staff and MnDOT have provided the attached MOU which documents an intent to cooperatively work together on funding the original project scope in the event the federal RAISE grant is no longer available.

Recommendation

It is recommended that the city council pass the attached Memorandum of Understanding (MOU) with MnDOT and authorize the City Manager to sign the MOU.

**STATE OF MINNESOTA
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is between the Minnesota Department of Transportation (“MnDOT”) and the City of Bemidji, acting through its city council, (“City”).

1. Term of MOU

- 1.1. **Effective Date:** This MOU will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This MOU will expire on March 17th, 2035, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Purpose and Scope

- 2.1. The purpose of this MOU is to document MnDOT’s and the City’s intent to continue to cooperatively navigate funding issues to design and construct Hwy 197 (Paul Bunyan Drive) Safety and Mobility Improvement Project which includes improvements to Hwy 197, Hannah Avenue, and Middle School Drive.
- 2.2. Hwy 197 (Paul Bunyan Drive) Safety and Mobility Improvement was awarded Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant of \$18,000,000 and has a signed grant agreement with the United State Department of Transportation dated August 8, 2024. Federal Highway Administration has informed MnDOT and City that the RAISE funds currently cannot be authorized due to Federal pause on discretionary grant funding.
- 2.3. Hwy 197 (Paul Bunyan Drive) Safety and Mobility was awarded an IIJA Discretionary Match grant of \$5,200,000 (State Funds).

3. Responsibilities

- 3.1. The City intends to enter an Advanced Construction (AC) agreement with FHWA to allow Federally eligible project costs to be reimbursed with Federal RAISE grant funds when available.
- 3.2. MnDOT State Aid intends to prepare a grant agreement with the City for up to the full \$5,200,000 IIJA Discretionary Match Grant to be used for the advanced construction of Hannah Avenue and Middle School Drive roadway improvements.
- 3.3. If the Federal Government terminates the RAISE grant agreement, MnDOT will hold the City harmless for the IIJA Discretionary Match Grant funds used to construct Hannah Avenue and Middle School Drive roadway improvements.
- 3.4. If the Federal Government terminates the RAISE grant agreement, MnDOT and the City intend to cooperatively work together to implement the originally agreed-upon project as defined in the Municipal Consent Resolution 6580 [Attached] and Municipal Consent submittal documents. MnDOT and the City acknowledge that there will be costs involved for both parties.

4. Contractual Obligations

- 4.1. This MOU is not a legally binding agreement and creates no legally binding obligations for any party. Either party may, upon written notice, amend, or discontinue its role outlined in the MOU. Because of this mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to find mutually beneficial solutions when problems arise.

5. MOU Personnel

5.1. MnDOT's Authorized Representative will be:

Name/Title: JT Anderson/District 2 Transportation Engineer, or successor

MnDOT – District 2, Crookston, Minnesota

Street Address: 1320 Sunflower Street

City State Zip: Crookston, MN 56716

Telephone: 218-277-7950

Email: j.t.anderson@state.mn.us

5.2. City's Authorized Representative will be:

Name/Title: Richard Spiczka/City Manager, or successor

Street Address: 317 4th St NW

City State Zip: Bemidji, MN 56601

Telephone: (218) 759-3565

Email: richard.spiczka@ci.bemidji.mn.us

6. Government Data

- 6.1. The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are "Government Data" within the meaning of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), and that they must comply with the provisions of the Act as it relates to such data.

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City

The City certifies that the appropriate person(s) have executed the MOU on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

District 2 Transportation Engineer

By:

Date:

Title: _____

MnDOT CONTRACT MANAGEMENT

By:

Date:

RESOLUTION NO. 6580

APPROVAL OF THE FINAL LAYOUT FOR STATE PROJECT 0416-55, MINNESOTA TRUNK HIGHWAY 197 FROM US ROUTE 2 TO 400' EAST OF HANNAH AVENUE WITHIN THE CITY OF BEMIDJI FOR ROADWAY RECONSTRUCTION IMPROVEMENTS

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project 0416-55 on Trunk Highway 197, from US Route 2 to 400' East of Hannah Avenue within the City of Bemidji for roadway reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167; and

WHEREAS, said final layout is on file in the District 2 Minnesota Department of Transportation office, Bemidji, Minnesota, being marked as Layout No. 1B, S.P. 0416-55, from R.P. 6+55 to 5+65; and

WHEREAS, terms of a Memorandum of Understanding are agreed to by MnDOT and the City of Bemidji, where the Section of Hwy 197 from Gillette Drive to Bemidji Avenue (future project area) in accordance with the recommendations identified in Alternative 1 of the 2021 Hwy 197 Corridor Study Update, which is attached and incorporated hereto.

NOW, THEREFORE, BE IT RESOLVED, that said final layout for the improvement of said Trunk Highway within the corporate limits be and is hereby approved.

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

Yeas: Thayer, Johnson, Eaton, Rivera, Prince, Fiskevold Gould
Nays: Peterson
Absent: None

Passed: October 7, 2024

ATTEST:


Michelle R. Miller, City Clerk

APPROVED:


Jorge S. Prince, Mayor

CERTIFICATION

State of Minnesota }
County of Beltrami }

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Bemidji Minnesota at a duly authorized meeting thereof held on the 7th day of October, 2024, as shown by the minutes of said meeting in my possession.

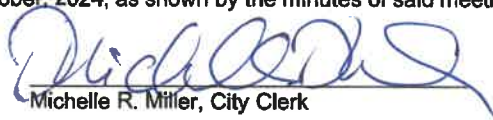

Michelle R. Miller, City Clerk

Figure 2 - Alternative 1 (West)

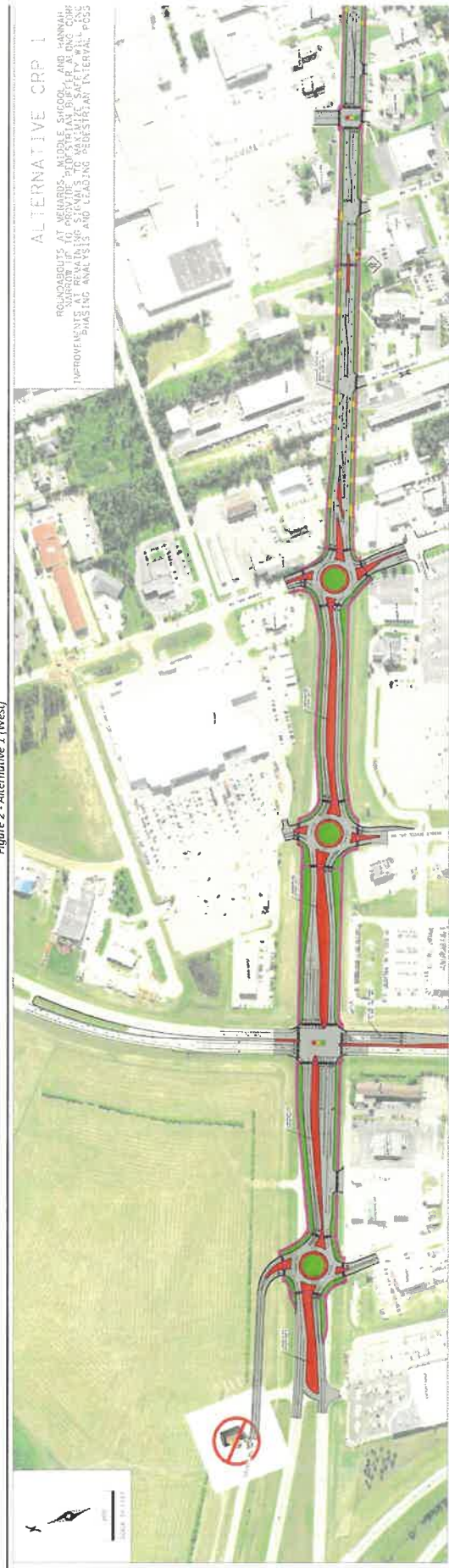


Figure 3 - Alternative 1 (East)



COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Safety Vendor Contract change to Safe Assure

**Prepared By: Jessica Skipton, Human Resources Coordinator
Donna Coe, Finance Director**

Reviewed By: Rich Spiczka, City Manager

Background

- **Occupational Safety and Health Administration (OSHA) Consulting**
 - The City is currently in a safety and OSHA compliance consulting contract with Lakes County Service Cooperative (LCSC).
 - Their main purpose is to provide OSHA consulting and ensure compliance, as well as training assistance for safety and health courses.
- **Training & Courses**
 - Most of the training is currently managed by Human Resources and conducted online by City Employees through Vector LMS & Training, Safe Personnel.
 - Employees are assigned OSHA required training based on their job description and facility where they work and are required to complete annually.
 - A portion of specialized training is conducted in person by LCSC on an as needed basis.
 - The Fire and Police Departments manage their own training due to the specialized nature of their job description, and separate state mandated requirements.
 - The Parks & Recreation Department procured additional training from other vendors not in current contract with Vector LMS & Training, Safe Personnel or LCSC.
- **Safety Data Sheet (SDS)**
 - The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), revised in 2012, requires that the chemical manufacturer, distributor, or importer provide SDSs (formerly MSDSs or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards.
 - The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical.
 - The City does not currently have a SDS database that is managed online through LCSC or Vector LMS & Training, Safe Personnel. This task is manual with paper copies and binders, which is managed separately by various Employees in City and facilities. In an effort to maintain OSHA and HCS compliance, vendors were researched to obtain a more efficient and compliant SDS process.
 - It is estimated that a separate SDS database just for departments housed in Public Works could cost up to \$2,000 per year.

Recommendation

- Eliminate annual auto renewal of current contract with Vector LMS & Training, Safe Personnel.
- Do not award a new contract with LCSC.
- Enter into a new contract with Safe Assure to prioritize the safety, health and increase awareness of the City Employees (see included proposal and consulting services). All elements of training, health and safety, and OSHA compliance will be housed under one vendor.
 - Proposal quote for services April 1, 2025 – March 31, 2026, quoted at \$15,257.00.
 - Safe Assure is able to provide:
 - Site specific in-person training in accordance with included training schedule.
 - Site specific online training for new Employee onboarding and Employees unable to attend in person training.
 - SDS database
 - Assistance with safety programs and policy
 - Simulated OSHA inspections of facilities
 - OSHA inspection assistance

Current		Proposed	
Vendor	Cost	Vendor	Cost
LCSC	\$11,689.00	Safe Assure	\$15,257.00
Vector LMS	\$904.05		
Other Vendors	\$1,569.00		
SDS	N/A		
Total	\$14,162.05	Total	\$15,257.00

Finance Director Note

The attachments pertaining to the contract with Safe Assure have been reviewed and approved by Robert Kringler, Associate Attorney with Flaherty & Hood, P.A.



WHAT SAFEASSURE WILL DO FOR THE CITY OF BEMIDJI

PROPOSAL/SERVICE AGREEMENT

March 4, 2025 (April 2025 Start)

INTRODUCTION/GENERAL INFORMATION

This Proposal is made this fourth Day of March 2025 for The City of Bemidji, Bemidji, Minnesota, herein referred to as The City of Bemidji and SafeAssure 7505 93rd Ave NE Willmar, Minnesota, herein referred to as SafeAssure. The service agreement year will begin on April 1, 2025, OR immediately after the signing of this proposal/agreement (if later). This proposal includes full service as described throughout this document to departments/employees stated within the schedule.

SafeAssure is a safety and OSHA compliance consulting company established on January 1, 1998, specializing primarily in Municipal, Construction, Manufacturing, and Medical operations.

SafeAssure has an A+ rating with the Better Business Bureau (BBB). A complaint has never been filed against SafeAssure.

SafeAssure currently provides full services to over 150 municipalities in Minnesota, any or all of which may be contacted for reference (a full list will be provided upon request).

Our employees are our largest asset. All SafeAssure on-site client services employees are individually trained through OSHA certification programs and by SafeAssure Education Systems prior to conducting classroom or consultation services. The SafeAssure training management system continually reviews OSHA Regulations/Statutes/Interpretations and confers with OSHA representatives on any new or revised regulations or statutes. Employees are continually evaluated on OSHA subject matter proficiencies.

SafeAssure employs 9 to 12 committed employees (depending on time of year). Although there is other staff, key team members most directly servicing municipalities and your specific organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services/Quality Control
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paul (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (Consultant/Instructor) - Client Services
- Joe Brandt (Consultant/Instructor) - Client Services

CONSULTING SERVICES

(See also Training Schedule)

- All written programs/services that are produced by SafeAssure are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure will reimburse The City of Bemidji should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure. SafeAssure does not take responsibility for financial loss due to MNOSHA/OSHA fines that are not directly related to improperly written programs.
- SafeAssure will continuously monitor OSHA Standards and modify all safety related programs as needed to ensure updates meet OSHA regulations and statutes. These changes or additions, when made during an agreement year, will be made at no additional cost to the City of Bemidji.
- SafeAssure will conduct simulated OSHA audits of facilities (buildings), recording deficiencies and making corrective recommendations. Audits will include pictures of noted deficiencies and recommendations. All city owned buildings where city employees work will be inspected upon request and at no additional costs.
- SafeAssure will provide answers to all, and any OSHA questions submitted by department Supervisors (or other persons as allowed by management). Unlimited Consulting.
- In the event of an actual OSHA inspection, a SafeAssure employee will directly assist during the inspection process. SafeAssure will be with you all the way, including a presence at the OSHA closing conference and/or citation contesting hearings when requested.
- SafeAssure will assist you in the event of a serious work-related employee injury or death including OSHA correspondence and negotiations.
- SafeAssure will provide an “ALERT” system that allows SafeAssure to quickly inform clients (through email) of any information that is pertinent to the safety of employees and/or OSHA compliance.
- SafeAssure will provide access to an SDS database specific to the City of Bemidji through Velocity (formerly MSDSONline). The SDS database related services provided (amount of SDS and use) will be unlimited.

TRAINING SERVICES

(See also Training Schedule)

- SafeAssure clients may utilize multiple training formats and techniques including but not limited to:
 - On-site training (preferred) with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
 - Online ZOOM (see schedule)
 - Online training through video/question-answer as well as client-specific OSHA safety information.
- SafeAssure provides online safety training and complete documentation of individual employee training on most subjects (see schedule) for employees directed by management to do online training (such as during shutdowns, new employees, or employees who missed on-site training).
- **Data Practices Act.** All government data collected, created, received, maintained, or disseminated for any purpose by the Parties pursuant to this Agreement shall be governed by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.01 et seq. (“the Data Practices Act”). SafeAssure agrees to comply with the Data Practices Act as it applies to any data provided to it by the City or third parties, and further agrees to cooperate and assist City staff in complying with any data practices requests arising out of, or related to, information generated or submitted pursuant to the contract.
- All programs, policies, training, and procedures referenced on the following page **do not** include the cost of hardware such as labels and signs. It will be the responsibility of The City of Bemidji to obtain this hardware as required to comply with OSHA standards.
- All time spent consulting, answering questions, and assisting with OSHA inspections both on and off-site are part of the agreement services and are included (see also schedule).
- Any additional classroom hours separate from the agreement and schedule will be billed and eligible for all “current client” discounts offered by SafeAssure. These hours (if any) will only be allowed upon approval of the City of Bemidji management representative and SafeAssure.
- Training subject matter will include all subjects listed within the provided annual schedule.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

SAFEASSURE INSURANCE SPECIFICS

COMMERCIAL GENERAL LIABILITY	EACH OCCURANCE	1,000,000
	DAMAGE TO RENTED PREMISIS (EA OCCURANCE)	300,000
	MED EXP (ANY ONE PERSON)	10,000
	PERSONAL & ADV INJURY	1,000,000
	GENERAL AGGREGSTE	2,000,000
	PRODUCTS-COMP/OP AGG	2,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE UNIT (EA ACCIDENT)	1,000,000
UMBRELLA LIABILITY/EXCESS LIABILITY	EACH OCCURANCE	1,000,000
	AGGREGATE	2,000,000
WORKERS COMPENSATION	EACH ACCIDENT	500,000
	DISEASE-EACH EMPLOYEE	500,000
	DISEASE-POLICY LIMIT	500,000
PROFESSIONAL LIABILITY		1,000,000

SafeAssure agrees to provide, at the time of execution of this agreement, The City of Bemidji (upon request) with a current Certificate of Insurance with the above coverage lines.

The City Bemidji **PROPOSED**

April 2025-May 2026 SafeAssure Training Schedule

Onsite Training With ONLINE Back-Up (for those who cannot attend)

DATE	TOPIC	TIME	WHO/LOCATION
April	FINALIZE SCHEDULE SET UP ONLINE TRAINING SET UP SDS ONLINE SYSTEM (Velocity) REVIEW OR WRITE PROGRAMS/POLICIES AS REQUIRED CONDUCT SIMULATED OSHA INSPECTIONS OF ALL CITY FACILITIES	TBD TBD TBD TBD TBD	
May	SUMMER SEASONALS TRAINING - SEASONAL EMPLOYEE TRAINING (ALL SEASONALS SUBJECTS) - INSECTS/PLANTS - HEAT STRESS FIRST AID/CPR/AED (WITH CHILDREN CPR) (UP TO 15 EMPLOYEES-CERTIFIED)- ANNUALLY	ONLINE 24/7 ACCESS 8:00AM-12:30PM	SUMMER SEASONAL EMPLOYEES ONLY AS ASSIGNED
June	OSHA Concerns & Questions Call 320-231-3803 **ONLINE TRAINING AVAILABLE UPON REQUEST		
July	TRAINING - AWAIR/GENERAL SAFETY/PROGRAM - EMPLOYEE RIGHT TO KNOW - BLOODBORNE/INFECTIOUS DISEASES - EMERGENCY ACTION PLAN - PROPER LIFTING/WORKSTATION ERGONOMICS - WORKPLACE VIOLENCE - FIRE EXTINGUISHERS ONLINE FOR THOSE WHO CAN NOT ATTEND	ATTEND ONE OF THE BELOW 8:00AM-10:00AM 10:00AM-12:00 PM 1:00PM-3:00PM	ALL CITY EMPLOYEES ATTEND COUNCIL CHAMBERS
August	BUCKET TRUCK/SCISSOR LIFT/FORKLIFT TRAINING (alternate training every three years-one of the above per year)	TBD	OPERATORS
September	TRAINING - SILICA EXPOSURE PREVENTION - CONFINED SPACE (HANDS ON-ENTER A SPACE)	1:00PM-3:00PM	PUBLIC WORKS EMPLOYEES PUBLIC WORKS LUNCHROOM
October	TRAINING - WORKING AROUND EQUIPMENT (BLIND SPOT IDENTIFICATION) - TRENCHING - CHAINSAW/TRIMMING/CHIPPERS	1:00PM-3:00PM	PUBLIC WORKS EMPLOYEES PUBLIC WORKS LUNCHROOM
November	TRAINING - PPE/HEARING - LOCKOUT/TAGOUT (PROCEDURES REVIEW) - FALL PROTECTION/LADDERS - RESPIRATORS (VOLUNTARY) - HEAT STRESS	1:00PM-3:00PM	PUBLIC WORKS AND BUILDING MAINTENANCE EMPLOYEES PUBLIC WORKS LUNCHROOM
December	OSHA Concerns & Questions Call 320-231-3803 **ONLINE TRAINING AVAILABLE UPON REQUEST		
January	WINTER SEASONALS TRAINING - SEASONALS REC TRAINING - SLIPS/TRIPS/FALLS FIRST AID/CPR/AED-UP TO 15 EMPLOYEES (CERTIFIED)	ONLINE 24/7 ACCESS 8:00AM-12:00PM	WINTER SEASONAL EMPLOYEES ONLY AS ASSIGNED
February	MANAGEMENT COMPLIANCE PRIORITIES AUDIT MEETING - ACCIDENT/INJURIES REDUCTION - OSHA PRIORITIES/CITATIONS - REVIEW YEAR TRAINING OPTIONS INSPECTIONS OF CITY BUILDINGS AS REQUESTED	9:00AM-10:00AM	Managers/SafeAssure City Hall Meeting Room
March	OSHA Concerns & Questions Call 320-231-3803 **ONLINE TRAINING AVAILABLE UPON REQUEST		

SITE SPECIFIC ONLINE TRAINING TOPICS AVAILABLE FOR ONBOARDING, NEW EMPLOYEES, AND THOSE WHO CANNOT ATTEND ON-SITE TRAINING.

NEW EMPLOYEE (ONBOARDING) ONLINE TRAINING SUBJECTS:

- AWAIR
- Employee Right to know
- Bloodborne Pathogens
- Workstation Ergonomics (Only for those who are assigned workstations)
- Fire Extinguishers

The above subjects can also be used for make-up for those who missed on-site training. All other available online subjects (Public Works) are primarily to be used for those who miss on-site training due to infection control, shift work, or absenteeism.

BLACK=EMPLOYEE TRAINING
 RED=CERTAIN EMPLOYEES/MANAGERS
 BLUE=SAFEASSURE

SDS On-Line Services – Site Specific

GO TO:

<https://safeassure.accelerate.ehs.com/>

DOMAIN: safeassure
 EMPLOYEE LOGIN: **TBD**
 PASSWORD: **TBD**

Service Agreement-Signature Page

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees that The City of Bemidji will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly and in perpetuity releases and discharges The City of Bemidji and its agents, members, officers, employees, heirs, and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless The City of Bemidji, its agents, members, and heirs from all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure is an independent contractor of The City of Bemidji, and nothing in this agreement should be considered to constitute the relationship of an employer/employee.

In consideration of this signed agreement, for the period of **12 months** from April 2025 SafeAssure agrees to provide The City of Bemidji with the features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Bemidji.

If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work as to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by services and schedule to be paid in full (total each year as stated below) by the agreement start month of April 2025 (or later as approved by SafeAssure or due date stated within the produced invoice).

1 YEAR TOTAL COST	\$15,257.00
SDS SERVICES (ON-LINE DATABASE)	(included)

TOTAL ANNUAL	\$15,257.00
---------------------	--------------------

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of Bemidji Date

X _____
The City of Bemidji Date

X  _____
President-SafeAssure 030425
Date

The City Bemidji **PROPOSED**

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<https://safeassure.accelerate.ehs.com/>

DOMAIN: safeassure
 EMPLOYEE LOGIN: **TBD**
 PASSWORD: **TBD**

COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Approve of the KRLS CIP for the Bemidji Library

Prepared By: Donna Coe, Finance Director

Reviewed By: Rich Spiczka, City Manager

The Bemidji Public Library Advisory Board has approved of the following capital improvement purchases for the Bemidji City Library:

\$3,500 for drywall removal on the support columns on the circulations desk and to be replaced with smaller columns to increase visibility for staff.

\$2,862 for qty of 4 new custom-made children's book browsers to match the ones already in the children's section.

The funds for these items will be provided by KRLS to the City of Bemidji for execution.

Recommendation:

Approve of the Capital Improvement Purchases for the Bemidji Library.

Proposa

PROPOSAL NO.

DATE

9/18/24

BID NO.

ARCHITECT

Powerhouse Builders

PHONE NO.

218-760-5447

DATE OF PLANS

WORK TO BE PERFORMED AT:

Bemidji Public Library

by propose to furnish the materials and perform the labor necessary for the completion of Tear Down and re-frame
re-finish Post to open area for vision.

below for additional description and/or drawings:

Tear off
re frame
re-finish

total - \$3500⁰⁰

Material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above
in a substantial workmanlike manner for the sum of \$3500⁰⁰

Dollars (\$) with payments to be made as follows.

and conditions are satisfactory and are hereby accepted. You are authorized to do

Superior Woodworks
553 Centerpoint Court NW
Bemidji, MN 56601
(218) 759-6449

9/4/2024
Room 1

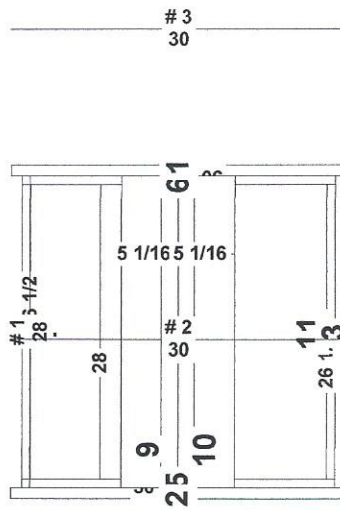


Superior Woodworks
553 Centerpoint Court NW
Bemidji, MN 56601
(218) 759-6449

9/4/2024

Room 1

Not To Scale

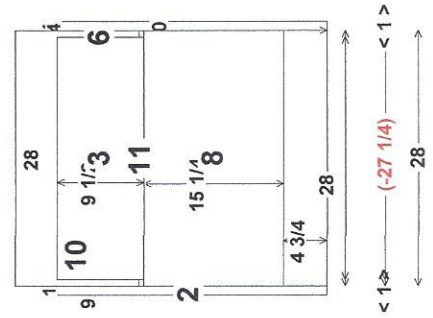


Superior Woodworks
553 Centerpoint Court NW
Bemidji, MN 56601
(218) 759-6449

9/4/2024

Room 1 - Wall 1

Not To Scale



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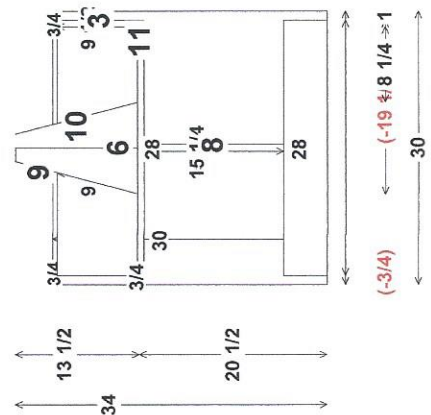
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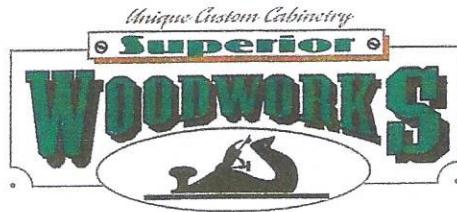
9/4/2024

Room 1 - Wall 3

Not To Scale

5 1/16 5 1/16





CUSTOM CABINETS • FURNITURE • COUNTERTOPS

CHRIS NEUBECK

553 Center Point Road NW • Bemidji, MN 56601

Phone: (218) 759-6449 • Fax: (218) 444-4167

Name **Kitchigami Regional Library** Date **09/04//2024**

Address _____

City **Bemidji** State **MN** Zip **56601**

Phone _____ Work Phone _____

Quantity	Job Description	Price	Amount	
1	<i>Quote:</i>			
2	Custom red oak standing bookshelves to match existing ones.			
3	Solid plywood construction with solid red oak wood on all edges.			
4	1" outside panels with a solid red oak wood on all edges.			
5	All cabinets are stained to customers specks with 3 coats of oil- based lacquer on them.			
6	All bookshelves are delivered & installed			
7				
8	Red Oak Free Standing Kids Bookshelves			
9	<i>Delivered & Installed:</i>	<i>Each:</i>	<i>\$ 954</i>	<i>00</i>
10				
11				
12				
13				
14				

From: Heidi Johnson <horkjohnson@gmail.com>
Sent: Tuesday, December 10, 2024 12:48 PM
To: Jorge Prince <Jorge.Prince@ci.bemidji.mn.us>; Sherilyn Warren <warrens@krls.org>; Lynn Eaton <Lynn.Eaton@ci.bemidji.mn.us>; Heidi Johnson <horkjohnson@gmail.com>; Justin Beldo <Justin.Beldo@gmail.com>; Deb Rossam <drossman@midco.net>; Sandi Marshall <sandi.marshall1@gmail.com>; Megan Lysford <mlysford@gmail.com>; Kenneth Hansen <kckmhansen@hotmail.com>
Subject:

[EXTERNAL]

Dear Mayor Jorge Prince,

This is to inform you and the City Council that the Bemidji Public Library Advisory Board has approved the expenditures of the following items under the Capital Appropriations provisions, per our September 17, 2024 minutes:

For \$3,500 to have the drywall removed from the support columns on the circulations desk and replaced with smaller columns to increase visibility for staff. Megan moved to approve, seconded by Ken. Motion carried.

For four new custom-made children’s book browsers to match the ones that are already in the children’s department at \$954 each. Ken moved to support the request, seconded by Megan. Motion passed.

These items were approved for purchase at the meeting on September 17, 2024 by the Library Board.

If you have any questions or concerns, please do not hesitate to contact me.

Heidi Johnson,
Library Board Chair
763-516-3614

CITY COUNCIL AGENDA ITEM



Meeting Date: March 17, 2025

Action Requested: Approve Lease with First National Bank of Bemidji (ATM)

Prepared By: Michelle Miller, City Clerk Admin

Background:

The City closed on the purchase of the First National Bank property on February 28. As a part of the closing, First National Bank would still like to maintain the ATM currently on the property. The lease attached outlines the terms of the lease. In particular, the Lessee will be responsible for all electrical expenses for the ATM due to some meter issues with Otter Tail Power. Legal has reviewed the lease.

Recommendation:

Authorize the City Manager to execute the Lease for the ATM on the former First National Bank Bemidji property.

COMMERCIAL LEASE

This lease is made and entered into as of this 28th Day of February, 2025, by and between **the City of Bemidji** (“Lessor”) and **First National Bank of Bemidji** (“Lessee”)

Whereas:

Lessor has purchased a parcel of land from Lessee legally described as:

SECT-09 TWP-146 RANGE-033 BEMIDJI LOT-003 BLOCK-010 & N 19.8 5' OF LOT 4

Lessee has an Automated Teller Machine (ATM) located on this parcel and desires to continue the operation and maintenance of the ATM in it's current location until such time that such use inhibits the desired use or functionality of the property for Lessor.

Lessor and Lessee hereby enter into a lease to allow for such use. Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, it is agreed as follows:

1. PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, **for non-exclusive use** for the term and upon the conditions hereinafter provided, following described premises located in Beltrami County, Minnesota:

That part of PID 80.00981.00 (legally described as SECT-09 TWP-146 RANGE-033 BEMIDJI LOT-003 BLOCK-010 & N 19.8 5' OF LOT 4) depicted in Exhibit A.

which real property shall be referred to as the ‘Premises’.

Lessee has examined the Premises its satisfaction and is accepting the Premises in its “As Is” condition unless otherwise specified herein.

2. TERM

Beginning the 28th Day of February, 2025 for a period of one year. Lease shall automatically renew for an additional one year period perpetually until such time that either party terminates this lease.

Lessor shall have the unilateral right to terminate this lease, without recourse from Lessee with a 90 day written notice.

Lessee shall have the unilateral right to terminate this lease, without recourse from Lessor, at any time with written notice.

3. RENT

Rent shall be \$1.00 (one dollar) per year payable at the end of each annual lease term. If lease is terminated by either party prior to the end of the full lease term, no payment shall be due.

4. UTILITIES

Tenant shall be responsible for all electric expenses associated with operation of the ATM.

5. COMMON AREA MAINTENANCE AND OPERATING COSTS

Lessee shall be responsible for repairs and maintenance of any damage caused by Lessee, its customers, employees, and/or designated agents.

6. SECURITY DEPOSIT

No Security Deposit.

7. TAXES AND ASSESSMENTS

Lessor shall pay all real estate taxes and assessments due and payable against The Premises for the current calendar year and each year thereafter.

8. CONSTRUCTION, INSTALLATIONS, ALTERATIONS AND SIGNS

Lessee shall not have the right to alter, construct, or otherwise modify the premises without written approval from Lessor.

9. USE

Use of premises is limited to the use, operation, maintenance, and repair of Lessee's ATM located on premises for the benefit of Lessee and Lessee's customers. Any other use is strictly prohibited unless written approval is obtained from Lessor.

10. REPAIRS AND MAINTENANCE

Lessee responsible for maintenance and repair of ATM on premises.

11. INDEMNITY

Lessor (including its members, governors, managers, officers, employees, agents and representatives) shall not be liable to Lessee, or those claiming by, through or under Lessee, for any injury, death or property damage occurring in, on or about the Premises, however caused. Without limitation of the foregoing, Lessor shall not be liable to Lessee for any damages or injury to any person, or to the goods of any person, arising from the use of the Premises by Lessee or arising from the failure of Lessee to keep the Premises in good condition as provided herein. Lessee hereby releases Lessor from, all damage, compensation or claims, however caused, arising from: loss or damage to books, records, files, computer equipment, computer data, money, securities, negotiable instruments or other papers in or about the Premises; the necessity of repairing any portion of the Premises or the amenities within or without the Premises; the interruption in the use of the Premises; accident or damage resulting from the use or operation by Lessor, Lessee, or any other person or persons whatsoever of elevators, or heating, cooling, electrical or plumbing equipment or apparatus; any fire, robbery, theft, or any other casualty; any leakage or bursting of pipes or water vessels or any roof or wall leakage, in any part or portion of the Premises; water, rain, snow or underground water that may leak into, flow on, or flow from, any part of the Premises. Nothing mentioned in this Section 8(A) shall excuse Lessor from performing its obligations under this Lease, or excuse or exculpate Lessor or its employees, agents, or contractors from its or their negligence or willful misconduct, unless the damage or other injury arising out of such negligence or willful misconduct is covered by insurance required to be carried by Lessee under this Lease.

Lessee shall defend with counsel approved by Lessor (which approval will not be unreasonably withheld), indemnify and save Lessor harmless from and against all liabilities, damages, penalties, claims, demands, judgments and expenses, including but not limited to reasonable architect's and attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Lessor, the Premises or any interest therein by reason of or in connection with any of the following occurring during the term of this Lease: (i) any alterations in or to the Premises by anyone other than Lessor or its agents or contractors; (ii) the use, non-use, possession or occupation of the Premises; (iii) any negligent or tortious act on the part of Lessee or any of its agents, contractors, servants, employees, licensees or invitees; (iv) any accident, injury, death or damage to any person or property occurring in or on the Premises, however caused; and (v) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. Nothing contained in this Section 8(B) shall be deemed to require Lessee to indemnify Lessor to any extent prohibited by law.

12. MUTUAL WAIVER OF RIGHT OF RECOVERY

Each party hereto expressly waives any and all claims which arise or may arise in such party's favor and against the other party hereto, or its respective agents or employees, during the term of this Lease, or any extension thereof, for any and all loss of or damage to any of such party's property resulting from any peril or risk customarily covered by property insurance or coverable by a customary policy of the insurance required by Section 11(A)(i) or 11(C)(i) hereof (whichever is applicable, and whether such insurance is in effect or not), notwithstanding such injury or damage is caused by the negligence of either of the parties hereto, their agents, servants or employees. Each of the parties agrees to look to its own insurance carrier for recovery of any damage sustained to its property, hereby waiving any rights of recovery against the other.

13. INSURANCE

In addition to the insurance required by Section 7(E) above, Lessee agrees to purchase, in advance, and to carry in full force and effect insurance satisfactory to Lessor. Such insurance shall be provided to Lessee for approval prior to lease commencement.

14. FIRE OR OTHER CASUALTY

If the Premises or the property shall be damaged by fire or other cause, Lessor shall at its option either: (i) undertake to restore such damage with all due diligence, or (ii) in the event the Premises or the property is damaged by fire or other cause to such extent that the damage cannot, in Lessor's sole judgment, be economically repaired within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Lessee within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the property, but not the Premises, shall be effective as of the date notice is given. If Lessor elects to restore, Lessor shall not be obligated to restore any improvements in the Premises that were not owned and constructed by Lessor. Upon substantial completion by Lessor of its work, Lessee shall undertake to restore its leasehold improvements and trade fixtures with all due diligence. This Lease shall, unless terminated by Lessor pursuant to this Section 12, remain in full force and effect following such damage, and, in case of damage to the Premises, the Base Rent and Additional Rent, prorated to the extent that the Premises are rendered untenable, shall be equitably abated until such repairs are completed; provided, however, that if Lessee does not restore its leasehold improvements and trade fixtures with due diligence, abatement shall cease as of the date restoration could have been completed using due diligence.

15. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use

of the Premises, or any part thereof by any third party.

16. SURRENDER OF POSSESSION

At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Lessee shall promptly remove ATM and surrender the Premises in good condition and repair, reasonable wear and tear excepted.

Upon the expiration of the tenancy hereby created, if Lessor has requested Lessee to remove the ATM from the Premises and to repair any damage occasioned by such removal, and if Lessee fails to remove the same or make such repairs, Lessor may effect such removals and repairs, and Lessee shall pay to Lessor the cost thereof, with interest at the rate of eight percent (8%) per annum from the date of payment by Lessor.

17. SUBORDINATION

For the purposes of this Section 22, the term "Mortgage" shall mean at any time, any mortgage of record now or hereafter placed against the Premises, any increase, amendment, extension, refinancing or recasting of a Mortgage and, in the case of a sale or lease and leaseback by Lessor of all or any part of the Premises, the lease creating the leaseback. For the purposes hereof, a Mortgage shall be deemed to continue in effect after foreclosure thereof and during the period of redemption therefrom.

This Lease is subject and subordinate to the lien of any Mortgage that may now or hereafter encumber the Premises. In confirmation of such subordination, Lessee shall, at Lessor's request from time to time, promptly execute any certificate or other document requested by the holder of the Mortgage. Lessee agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Lessee shall immediately and automatically attorn to the purchaser at such foreclosure sale, as Lessor under this Lease; and Lessee waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Lessee any right to terminate or otherwise adversely affect this Lease or the obligations of Lessee hereunder in the event that any such foreclosure proceeding is prosecuted or completed. Neither the holder of the Mortgage (whether it acquires title by foreclosure or by deed in lieu thereof) nor any purchaser at foreclosure sale shall be: (i) liable for any act or omission of Lessor, (ii) subject to any offsets or defenses which Lessee might have against Lessor, or (iii) bound by any prepayment by Lessee of more than one month's installment of Base Rent and Additional Rent or by any modification of this Lease made subsequent to the granting of the Mortgage. Notwithstanding anything to the contrary in this Section 20, so long as Lessee is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Lessee's possession hereunder.

18. ESTOPPEL CERTIFICATES

Lessee agrees at any time and from time to time upon not less than five (5) days prior written request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect, or that the Lease is modified and is in full force and effect as modified and stating the modification, the dates to which the Base Rent and other charges have been paid in advance, if any, and such other matters relating to this Lease as may be reasonably requested, it being intended that any such statement delivered pursuant to this Section may be relied upon by any owner of the Premises, any prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises or Lessor's interest, or any prospective assignee of any such Mortgage. Lessee acknowledges that failure to comply with this Section on a timely basis could result in loss of a favorable sale or financing and Lessee agrees to be liable for any consequential damages resulting from Lessee's breach hereunder.

19. NOVATION IN THE EVENT OF SALE

In the event of the sale of the Premises, Lessor shall be and hereby is relieved of all of the covenants and obligations created and hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Lessor herein. Notwithstanding the foregoing provisions of this Section, Lessor, in the event of a sale of the Premises, shall cause to be included in such agreement of sale and purchase a covenant whereby the purchaser of the Premises assumes and agrees to carry out all of the covenants and obligations of Lessor herein.

20. COVENANT OF QUIET ENJOYMENT

Lessor covenants that it has the right to make this Lease for the term aforesaid and covenants that if Lessee shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Lessee, Lessee shall, during the term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Lessor" as used in this Lease shall mean solely the owner of the Premises and underlying land, or in the case of a sale-leaseback, the lessee of the underlying land, at the relevant time. The liability of the original Lessor and any successor Lessor under this Lease is limited to its interest in the Premises.

21. NOTICES

All notices or other communications hereunder shall be in writing and shall be hand delivered, sent by registered or certified first class mail, postage prepaid, by overnight air express service: (i) if to Lessor at the Lessor Address, and (ii) if to Lessee at the Lessee Address, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing.

Lessor:

City of Bemidji
Attn: Rich Spiczka, City Manager
317 4th Street NW
Bemidji, MN 56601

Lessee:

First National Bank Bemidji
Attn: Ryan Welle, President
1600 Paul Bunyan Drive NW
Bemidji, MN 56601

22. MISCELLANEOUS

- i. This is a Minnesota contract and shall be construed according to the laws of Minnesota.
- ii. The captions in this Lease are for convenience only and are not a part of this Lease.
- iii. If more than one person or entity shall sign this Lease as Lessee, the obligations set forth herein shall be deemed joint and several obligations of each such party.
- iv. The necessary grammatical changes required to make the provisions hereof applicable to corporations, companies, partnerships or individuals shall in all cases be assumed.
- v. Time is of the essence.
- vi. The provisions of this Lease that relate to periods subsequent to the expiration of the term of this Lease shall survive expiration.
- vii. This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns
- viii. The various rights and remedies herein shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute.
- ix. No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent,

to terminate this Lease, to repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Lessor, and no acceptance by Lessor of keys from Lessee, shall be considered an acceptance of a surrender of the Lease.

- x. Lessee shall not record this Lease. If Lessee desires, a Memorandum of Lease may be recorded with the prior written consent of Lessor.
- xi. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.
- xii. This Lease, consisting of any rider and/or exhibits attached hereto, constitutes the entire agreement of the parties in respect of the Lease by Lessee of the Premises, and there are no understandings or agreements not incorporated herein. This Lease may not be modified except in a writing executed by all parties hereto or their permitted assignees.
- xiii. Whenever a period of time is herein provided for Lessor to do or perform any act or thing, Lessor shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes whatever, whether similar or dissimilar to those enumerated, beyond its reasonable control.
- xiv. The terms Lessee and Tenant shall be synonymous herein. The terms Lessor and Landlord shall be synonymous herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first specified above.

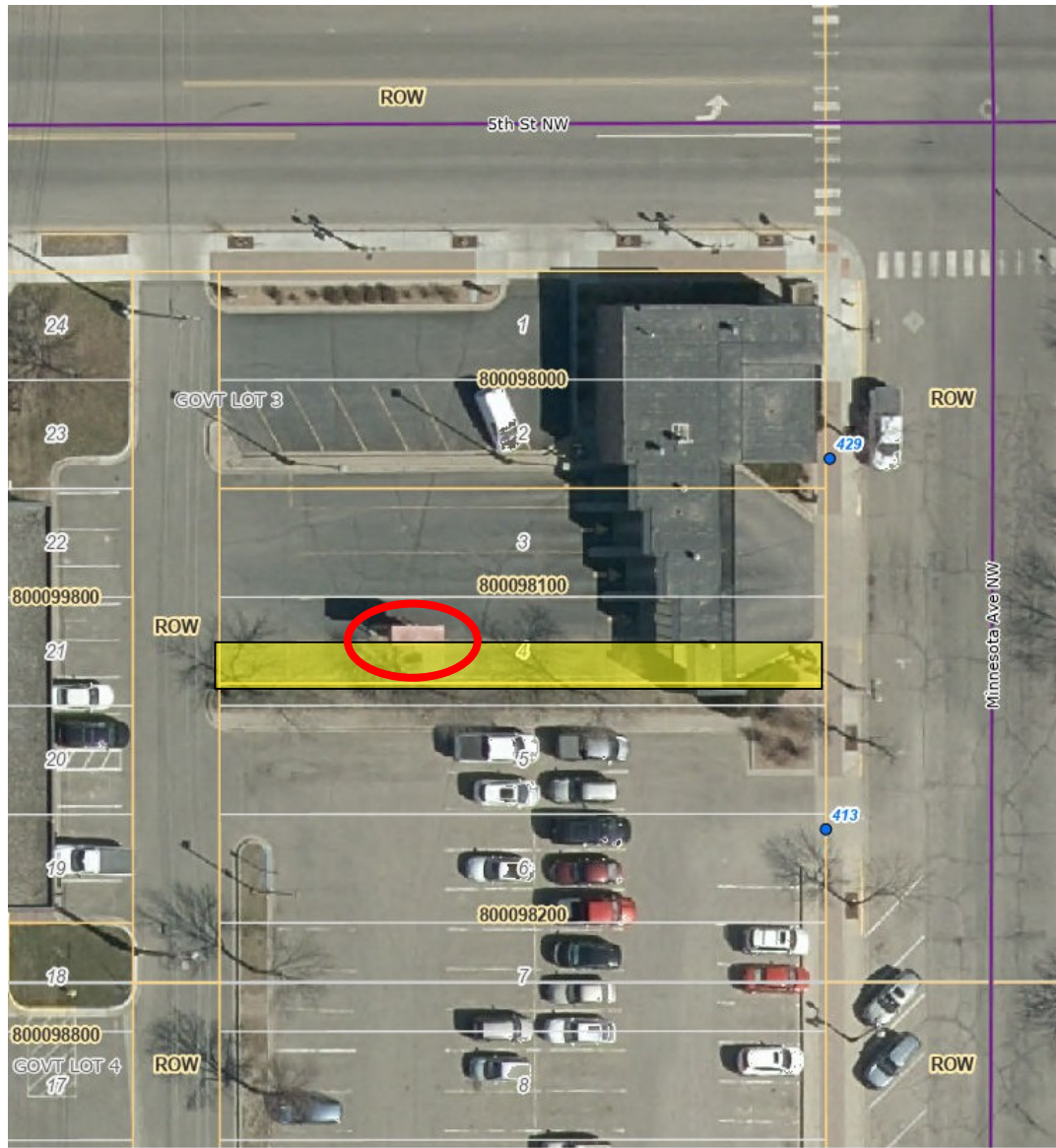
LESSOR:

LESSEE:

By _____
Rich Spiczka
City Manager
City of Bemidji
Date

By _____
Ryan Welle
President
First National Bank Bemidji
Date

Exhibit A, Premises



Identifies Lessee's ATM for use by Lessee, Lessee's customers and maintenance personnel.



Denotes space reserved for non-exclusive use by Lessee and Lessee's customers for ATM use, maintenance, ingress, and egress.

RESOLUTION NO.

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

WHEREAS, Sanford Center, hereinafter the "Event Organizers", are holding a Babe's Burnout Car show in the City of Bemidji on July 11 & 12, 2025; and

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

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

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

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

NOW, THEREFORE, be it resolved by the Bemidji City Council to authorize the Temporary Off-Premises Liquor Permit to the Sanford Center from 12:00 p.m. to 10:00 p.m. within the designated event area on July 11, 2025 and from 11:00 a.m. to 10:00 p.m. within the designated event area on July 12, 2025.

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

COUNCIL AGENDA ITEM



Meeting Date: March 17, 2025

Action Requested: Approve a Resolution Entering into Detour Agreement No. 1059161 with the Minnesota Dept. of Transportation

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

Background:

As part of the TH 197 RAISE grant project, MnDOT is proposing to use Hannah Avenue NW from TH 197 to Anne Street NW as a detour route for a portion of their TH 197 reconstruction project. Portions of Hannah Avenue NW would have required repair to function as a detour route at MnDOT's cost ahead of the project. The City chose to add Hannah Avenue NW from 30th Street NW to 34th Street NW into our 2025 Street Renewal program and use the MnDOT repair funding to assist with funding a project that fit our long-term goals in advance of their project.

This attached detour agreement and resolution summarizes that agreement and the City will be receiving a lump sum payment of **\$105,889.00** which is accounted for in the 2025 Street Renewal budget.

Recommendation:

It is recommended that the city council pass the attached resolution and authorize the City Manager and Mayor to sign Detour Agreement No. 1059161 with the Minnesota Department of Transportation.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BEMIDJI
DETOUR AGREEMENT
For Trunk Highway No. 197 Detour**

State Project Number (S.P.):	<u>0416-55</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>197 = 72</u>	<u>\$107,644.64</u>
State Project Number:	<u>105-142-003</u>	
State Project Number:	<u>105-132-004</u>	
Federal Project Number:	<u>RAISE 0426(012)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Bemidji, acting through its City Council ("City").

Recitals

1. The State is about to perform grading, bituminous and concrete surfacing, ADA improvements, roundabouts, signal, and lighting construction upon, along, and adjacent to Trunk Highway No. 197 from 1650 feet west of Trunk Highway No. 71 to 600 feet east of Hannah Avenue NW under State Project No. 0416-55 (T.H. 197=72); and
2. The State requires a detour to carry T.H. 197 traffic on Hannah Avenue NW during the construction; and
3. The current condition of Hannah Avenue NW is not suitable for carrying Trunk Highway traffic; and
4. The State agrees to provide a lump sum payment to the City for roadway repairs to help bring Hannah Avenue NW to a condition where it can support Trunk Highway traffic; and
5. The State is willing to reimburse the City for the road life consumed by the detour only for the portion of Hannah Avenue NW that is not affected by the State's lump sum payment for roadway repairs on Hannah Avenue NW as hereinafter set forth; and
6. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. **Location.** The State will establish the T.H. 197 detour route on the following City street(s) as detailed in the project plans or Special Provisions:

Phase 1 – Hannah Avenue NW overlay for a total distance of 0.36 miles.

Phase 2 – Hannah Avenue NW for a total distance of 0.40 miles.

- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2.B, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Detour Maintenance.*** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the City streets used for the detour, at no cost or expense to the City. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the City.
- F. *Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. *Basis of State Cost*

- A. *Road Life Consumed.*** The State will reimburse the City for the road life consumed by the detour, not including the roadway segment described in Article 2.2.B, using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. *Lump Sum Payment.*** **\$105,889.00** is the State's full and complete lump sum payment for roadway repairs on Hannah Avenue NW from 30th Street NW to approximately 1,909 feet north of 30th Street NW.

3. *Payment*

- 3.1. *For Road Life Consumed.*** **\$1,755.64** is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Phase 2	0.00513	12582	0.40	68	\$1,755.64

Road Life Consumed Amount: \$1,755.64

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. Total Payment and Maximum Obligation.

- A. \$107,644.64** is the State's estimated cost for Road Life Consumed (**\$1,755.64**) and the lump sum payment for repairs to Hannah Avenue NW (**\$105,889.00**).
- B. \$130,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. Conditions of Payment for Lump Sum Payment. The State will pay the City the State's full and complete lump sum amount for work on Hannah Avenue NW after performing the following conditions.

- A.** Execution of this Agreement and the City's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.
- C.** State's receipt of a written request from the City for payment

3.4. Conditions of Payment for Road Life Consumed. The State will pay the City the State's total road life consumed payment amount after performing the following conditions.

- A.** Execution of this Agreement and the City's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.
- C.** State's removal of all detour signs.
- D.** State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E.** State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the city streets used as a T.H. 197 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: malaki.ruranika@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Sam Anderson, City Engineer (or successor)
 Address: 1351 5th Street NW, Bemidji, MN 56601
 Telephone: (218) 333-1851
 E-Mail: sam.anderson@ci.bemidji.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

-4-

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000806055

CITY OF BEMIDJI

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION NO.

A RESOLUTION AUTHORIZING DETOUR AGREEMENT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION FOR TRUNK HIGHWAY NO. 197 DETOUR (Agreement No. 1059161)

IT IS RESOLVED that the City of Bemidji enter into Mn/DOT Agreement No. 1059161 with the State of Minnesota, Department of Transportation for the following purposes:

To Provide for payment by the State to the City for the use of Hannah Avenue NW as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 197 from 1650' West of Trunk Highway 71 to 600' East of Hannah Avenue NW under State Project No. 0146-55

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

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

Yeas:
Nays:
Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

CERTIFICATION

State of Minnesota }
 }
County of Beltrami }

I hereby certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Bemidji at an authorized meeting held on the 17th day of March 2025, as shown by the minutes of the meeting in my possession.

Michelle R. Miller
Bemidji City Clerk

*Subscribed and sworn to before me
this _____ day of March, 2025.*

Notary Public

COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Consider Parking Resolution for 2025 Park Avenue NW Reconstruction – Calendar Parking Resolution

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

Background:

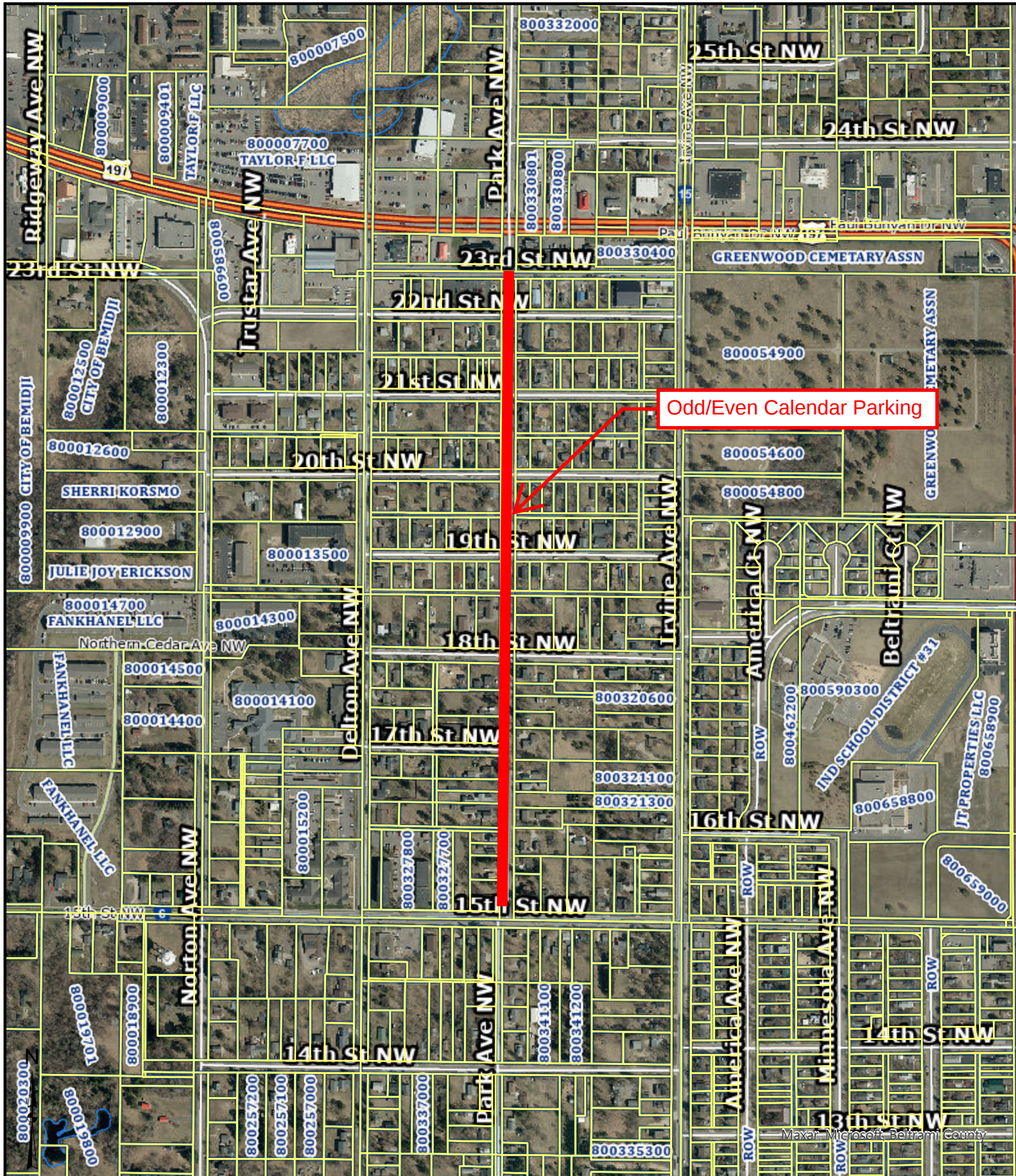
As part of the 2025 Park Avenue NW Reconstruction project we are narrowing the existing city street of Park Avenue NW and adding a sidewalk on the east side. That construction project is proposed to start in mid May. The following street segments will need to be signed for “Calendar parking” on both sides of the street:

- Park Avenue NW from 15th Street NW to 23rd Street NW

This work would be completed as part of the on-going construction, set to be completed this year. See attached exhibit for more information on street locations.

Recommendation:

It is recommended that the city council pass a motion to approve the attached resolution for signing a section of Park Avenue NW for “Calendar Parking”.



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

Park Avenue NW - Overview Map

1:9,028

Date: 3/10/2025

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



RESOLUTION NO.

A RESOLUTION AUTHORIZING CALENDAR PARKING

(Park Avenue NW – 15th Street NW to 23rd Street NW)

WHEREAS, the Bemidji City Council of the City of Bemidji previously amended the Bemidji City Code, respecting parking regulations, to add Section 9.20 entitled, “Calendar and Additional Parking Restrictions”; and

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

WHEREAS, respecting streets to be improved as part of the 2025 Park Avenue NW Reconstruction Project, and following completion of the project improvements, calendar parking is authorized and will be implemented as evidenced by appropriate signage erected on the streets so improved.

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

1. Upon completion of the 2025 Park Avenue NW Reconstruction Project, calendar parking will be implemented on Park Avenue NW from 15th Street NW to 23rd Street NW.
2. Calendar parking will be regulated by and as odd/even sides of the street daily, and appropriate signage to be erected along the entire street detailing the designation.

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

Yeas:

Nays:

Absent:

Approved:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Consider Parking Resolution for Hannah Avenue NW and Middle School Drive NW – No Parking Resolution

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

Background:

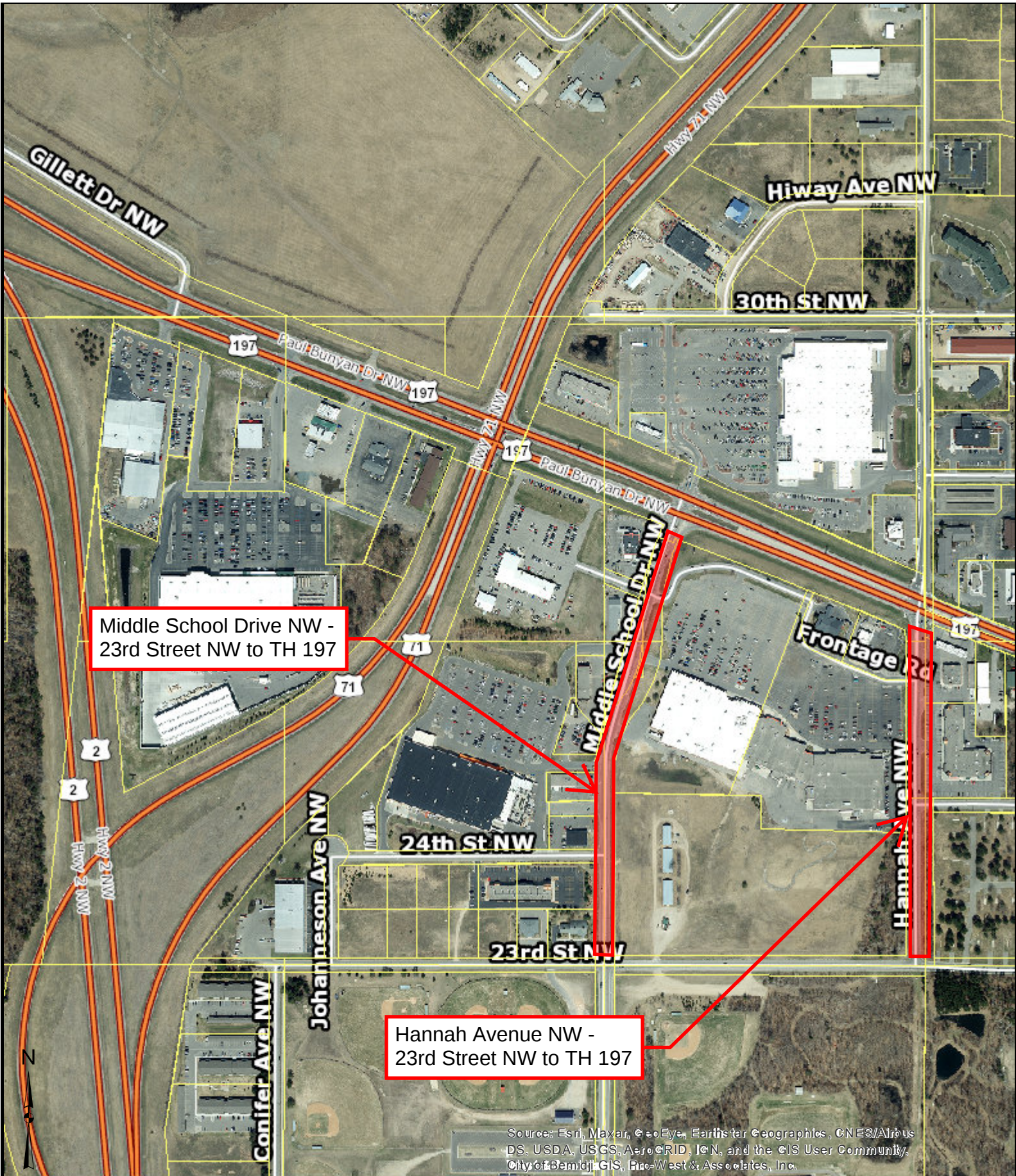
As part of the RAISE Grant project we are reconstructing Hannah Avenue NW and Middle School Drive NW. That construction project is proposed to start in July. The following street segments will need to be signed for “no parking” on both sides of the street:

- Hannah Avenue NW from 23rd Street to TH 197
- Middle School Drive NW from 23rd Street to TH 197

This work would be completed as part of the on-going construction, set to be completed in 2026. See attached exhibit for more information on street locations.

Recommendation:

It is recommended that the city council pass a motion to approve the attached resolution for signing a section of Hannah Avenue NW and Middle School Drive NW for “No Parking”.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, City of Bemidji GIS, Pro-West & Associates, Inc.

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

Hannah Avenue & Middle School Drive No Parking Resolutions	
1:9,028	Date: 3/15/2022
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

RESOLUTION NO.

RESOLUTION RESTRICTING PARKING

(Hannah Ave NW from 23rd Street NW to TH 197)

WHEREAS, the Bemidji City Council of the City of Bemidji has amended its parking regulations by adding Section 9.20 entitled, "Calendar and Additional Parking Restrictions"; and

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

WHEREAS, respecting streets to be improved as part of the Middle School Drive NW and Hannah Avenue NW Reconstruction Project and following completion of the improvements, does not provide adequate width for parking on both sides of the street.

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

1. Upon completion of the Middle School Drive NW and Hannah Avenue NW Reconstruction Project, parking of motor vehicles shall not be permitted on both sides of Hannah Avenue NW from 23rd Street NW to TH 197.
2. Appropriate signage will be erected along the entire street detailing the designation.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: Consider Parking Resolution for Hannah Avenue NW and Middle School Drive NW – No Parking Resolution

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

Background:

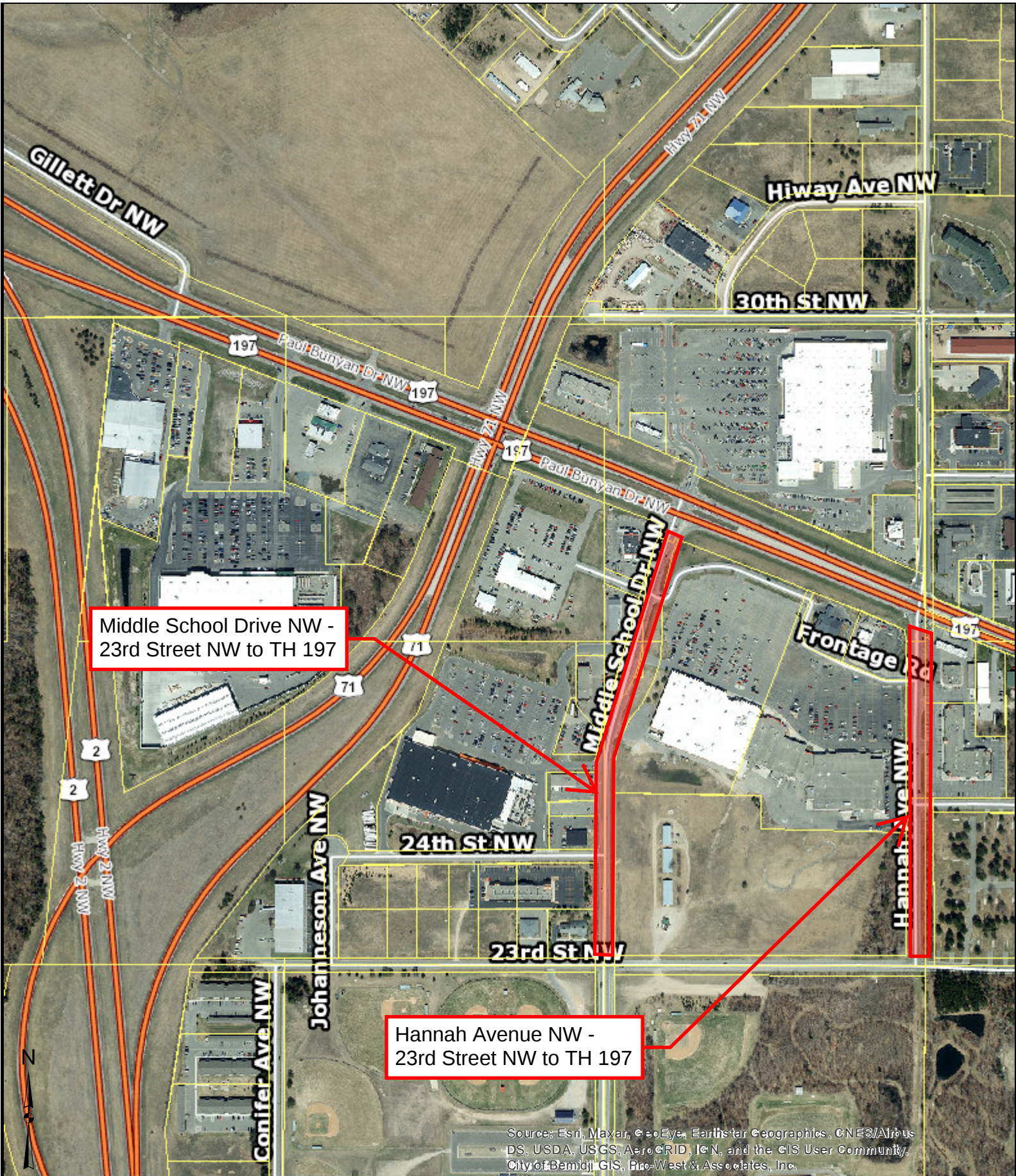
As part of the RAISE Grant project we are reconstructing Hannah Avenue NW and Middle School Drive NW. That construction project is proposed to start in July. The following street segments will need to be signed for “no parking” on both sides of the street:

- Hannah Avenue NW from 23rd Street to TH 197
- Middle School Drive NW from 23rd Street to TH 197

This work would be completed as part of the on-going construction, set to be completed in 2026. See attached exhibit for more information on street locations.

Recommendation:

It is recommended that the city council pass a motion to approve the attached resolution for signing a section of Hannah Avenue NW and Middle School Drive NW for “No Parking”.



Middle School Drive NW -
23rd Street NW to TH 197

Hannah Avenue NW -
23rd Street NW to TH 197

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

Hannah Avenue & Middle School Drive No Parking Resolutions	
1:9,028	Date: 3/15/2022
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

RESOLUTION NO.

RESOLUTION RESTRICTING PARKING

(Middle School Drive NW from 23rd Street NW to TH 197)

WHEREAS, the Bemidji City Council of the City of Bemidji has amended its parking regulations by adding Section 9.20 entitled, "Calendar and Additional Parking Restrictions"; and

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

WHEREAS, respecting streets to be improved as part of the Middle School Drive NW and Hannah Avenue NW Reconstruction Project and following completion of the improvements, does not provide adequate width for parking on both sides of the street.

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

1. Upon completion of the Middle School Drive NW and Hannah Avenue NW Reconstruction Project, parking of motor vehicles shall not be permitted on both sides of Middle School Drive NW from 23rd Street NW to TH 197.
2. Appropriate signage will be erected along the entire street detailing the designation.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor



Agenda

2025 LMC Annual Conference Schedule.

Note: this agenda may be subject to change.

Wednesday, June 25

10 a.m. – 12 p.m. Pre-conference Mobile Tours

10 a.m. – 12 p.m. Pre-conference Workshop for Mayors

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

1 – 1:45 p.m. Meetups:

- First-time Attendees
- Small Cities
- GreenStep Cities
- Creating Welcoming and Engaged Cities
- Other meetups to be announced

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

3:30 – 6:30 p.m. Exhibit Hall

Thursday, June 26

7:45 – 8:45 a.m. Coalition of Greater Minnesota 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. Education Sessions

10:15 a.m. – 2:15 p.m. Quiet Space Open

11:15 – 11:30 a.m. Break/Passing Time

11:30 a.m. – 1 p.m. Lunch & Remarks from Governor Walz (invited); Update from LMC Intergovernmental Relations Team

1 – 1:15 p.m. Break/Passing Time

1:15 – 2:15 p.m. Education Sessions

2:15 – 2:30 p.m. Break/Passing Time

2:15 – 3:15 p.m. LMC Resource Center

2:30 – 3:15 p.m. Themed Networking:

- Elected Officials
- City Managers/Administrators/Clerks

2:30 – 4:30 p.m. Mobile Tour

3:15 – 3:30 p.m. Break/Passing Time

3:30 – 4:30 p.m. Education Sessions

4:30 – 5:15 p.m. Awards Reception

5:30 – 7 p.m. Awards Show and Dinner

Friday, June 27

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

9:45 – 10 a.m. Break/Passing Time

10 – 11 a.m. Education Sessions

11 – 11:15 a.m. Break/Passing Time

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

[Return to top.](#)

[Return to 2025 LMC Annual Conference page.](#)

Your LMC Resource

Carlie Windom

Event Manager

(651) 281-1258

cwindow@lmc.org



COUNCIL AGENDA ITEM

Meeting Date: March 17, 2025

Action Requested: Approve Resolution Authorizing Grant Submission to the Department of Natural Resources Local Trails Connection Grant

Prepared By: Marcia Larson, Parks and Recreation Director ^{ML}

Reviewed By: Richard Spiczka, City Manager

Background

The Department of Natural Resources has announced the solicitation for the Local Trail Connections Programs. The purpose of the Local Trail Connections Program is to promote relatively short trail connections between where people live and desirable locations, not to develop significant new trails. Priority for trail project funding will be given to projects that provide significant connectivity, will meet the needs and interests of future generations and diverse communities, provide an opportunity to connect underserved communities to significant public resources and provide for a unique and interesting connection to the outdoors. The grant per the resolution requires maintenance of the trail and a local match of 25%.

The Cameron Park Access Trail is a good match for the Local Trail Connection Program Grant. The proposed 10ft wide paved trail connects the neighborhood and community to Cameron Park and its amenities including the swimming beach, play area, picnic pavilion and picnic area and boat access (carry-in and motorized). The trail is approximately .21 miles and provides safe pedestrian/bicycle access to the park. This project has been identified as a need throughout the years and highlighted during the Strategic Planning Process in 2023.

The City Engineering Department has provided a preliminary design and cost estimate for the trail construction. The estimated cost includes construction of the .21 mile of a 10ft wide paved trail along the hillside of Cameron Park (including a short retention wall); bike rack and fix-it station and professional services. A site plan for the project is attached.

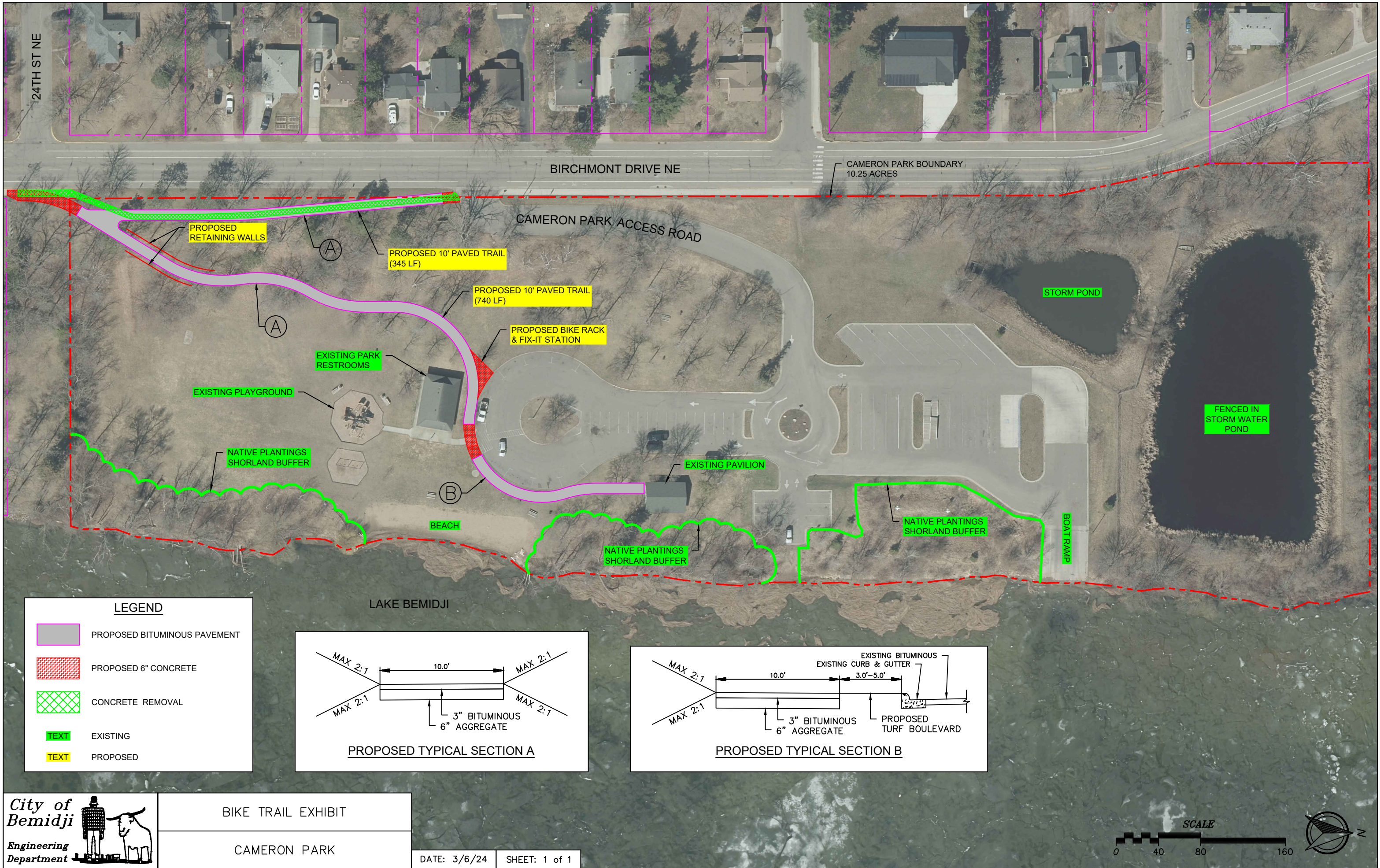
The main goal of the project is to provide an accessible non-motorized trail connection into the park and avoid the use of the main road for non-motorized use. The secondary benefits of the project include: the ability to improve the sledding hill through providing easier access, a better loading zone at the top of the hill and additional groundwork to ensure better safety for sledders; assist with erosion of the hillside, by creating a designated route into the park; as well as the ability to add pollinator/native plants to the hillside. The trail will connect to existing wide sidewalk to continue the walking/biking corridor.

The total estimated cost of the Cameron Park Access Trail is \$194,337. Grants are reimbursement based up to 75 percent of the total eligible project costs, and recipients must provide a non-state cash match of at least 25 percent. The City's match is approximately \$48,590.

The Finance Director has recommended utilizing the OPC Fund (Outdoor Program Center Fund # 224) for the local match. These funds are currently available and have no specific designation for certain uses.

Recommendation:

Approve Resolution Authorizing Grant Submission to the Department of Natural Resources Local Trails Connection Grant with the local match of (25%) \$48,590 to be funded out of the OPC Fund.



RESOLUTION NO.

RESOLUTION SUPPORTING APPLICATION TO THE DEPARTMENT OF NATURAL RESOURCES LOCAL TRAIL CONNECTION GRANT PROGRAM

WHEREAS, the City of Bemidji supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connection Program. The application is to construct a one fourth (.21) mile of paved trail along Birchmont Drive and in the Cameron Park to provide pedestrian and bicycle access; and

WHEREAS, the City of Bemidji recognizes that it has secured \$48,590 in non-state cash matching funds for this project.

NOW, THEREFORE, BE IT RESOLVED, if the City of Bemidji is awarded a grant by the Minnesota Department of Natural resources, the City of Bemidji agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Bemidji will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement; and

BE IT FURTHER RESOLVED, that the applicant has read the Conflict of Interest Policy contained in the Regional Trail Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award; and

BE IT FURTHER RESOLVED, the City Council of the City of Bemidji names the fiscal agent for the City of Bemidji for this project as:

Marcia Larson
Parks and Recreation Director
City of Bemidji
426 Bemidji Ave
Bemidji, MN 56601
Marcia.larson@ci.bemidji.mn.us
218-333-1860

BE IT FURTHER RESOLVED, the City of Bemidji hereby assures the Bemidji Recreational Trail will be maintained for a period of no less than 20 years; and

BE IT FURTHER RESOLVED that the Mayor and City Manager are hereby authorized to execute such agreement and amendments as are necessary to implement the intentions of the City Council.

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

CERTIFICATION

State of Minnesota)
)
County of Beltrami)

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on March 3, 2025.

(Seal)

City Clerk

COUNCIL AGENDA ITEM



Meeting Date: March 17th, 2025

Action Requested: 2025 Street Renewal Project – Consider Resolution Awarding Bid – City Project 25-01

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

Background:

On January 6th, 2025 the City Council approved the feasibility report for the proposed 2025 Street Renewal Project. A public hearing was held on February 3rd, 2025 and at the conclusion of the hearing the city council passed a resolution ordering the project and authorizing the preparation of engineering plans and the receipt of bids.

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

Hannah Avenue NW	30 th Street NW – 600' north of 34 th Street NW
Norton Avenue NW	12 th Street NW – 15 th Street NW
14 th Street NW	Norton Avenue NW – Delton Avenue NW
Taft Avenue NE	Mill Street NE – End of Taft
Mill Street NE	Taft Avenue NE – Lake Avenue NE

Bids

A bid opening for the project was held on Tuesday, March 11th, 2025 and the following four (4) bids were received:

<u>Bidder</u>	<u>Base Bid</u>
Sparky's Construction, Inc.	\$1,303,170.47
Reierson Construction, Inc.	\$1,371,923.94
Red Lake Builders	\$1,697,538.95
R.L. Larson Excavating, Inc.	\$1,797,777.77
City Engineer's Estimate:	\$1,553,547.00

Assessments

Hannah Avenue NW, Norton Avenue NW, and 14th Street NW 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.

Taft Avenue NE and Mill Street NE are proposed to be assessed at \$1,595 per unit. This is roughly 20% of the estimated street costs divided up among the total number of units

within the project area. Since the current adjacent properties are multiple different sizes, we have taken the Beltrami County shoreland zoning lot width minimum of 100 ft to be a single unit. The adjacent lots of record will have their assessable frontage divided by 100 to convert to total units. An example is a 200 ft lot would be charged 2 units or a 50-foot lot will be charged 0.5 units. Corner lots will have ½ their frontage on the improved street converted to an assessable unit per our current city policy.

Finances:

The Sparky's Construction, Inc. bid amount of \$1,303,170.47 will result in a total project cost of approximately \$1,500,000.00 after design engineering and construction inspection costs are added in. This is roughly \$ 250,000 less than the amount that was estimated for the project.

Funding sources are proposed to come from the following sources:

Street Assessments	\$ 271,450
General Tax Levy	\$ 535,000
MnDOT Funding	\$ 105,889
Storm Sewer Fund	\$ 279,361
Sanitary Sewer Utility Fund	\$ 87,790
Sanitary Sewer Assessments	\$ 17,210
Water Utility Fund	\$ 190,090
Water Assessments	\$ 13,210
Construction Fund Reserves	<u>\$ 0</u>
Project Total:	\$1,500,000

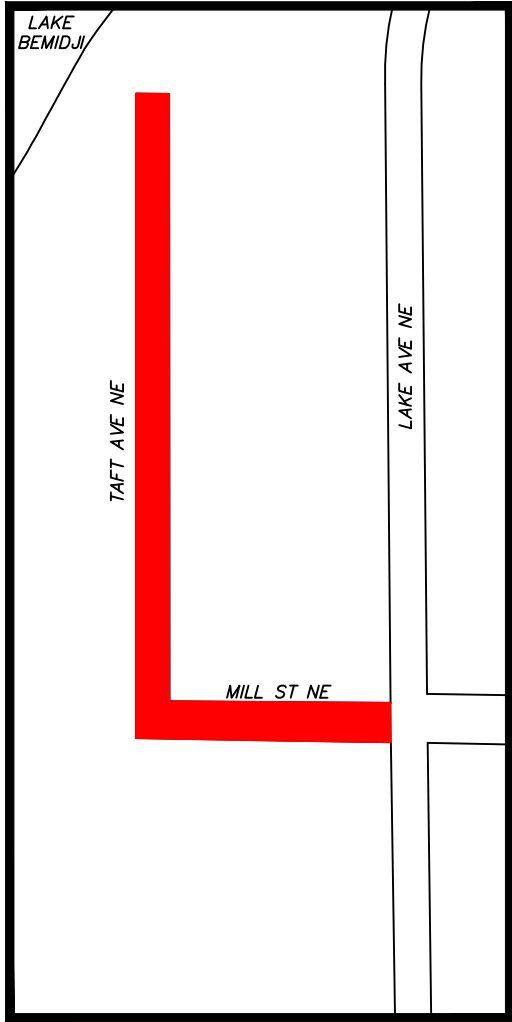
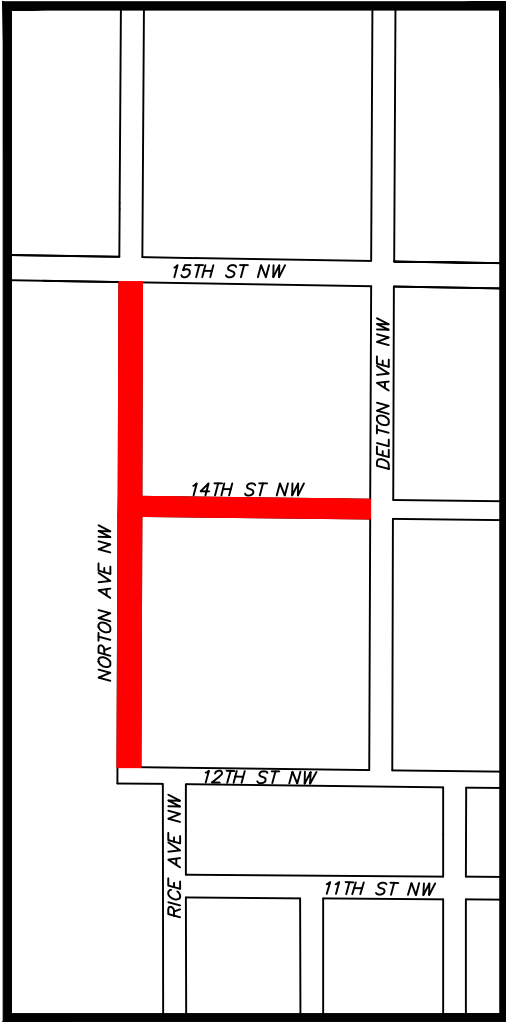
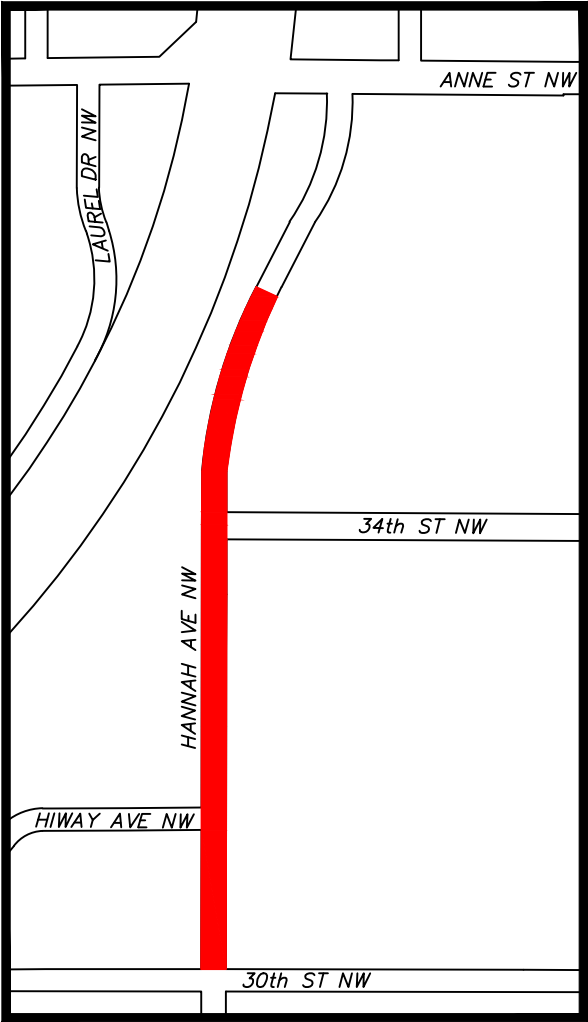
Project Schedule

Construction of the project is set to begin as soon as May 12th, weather permitting. It is anticipated to be completed in September this year.

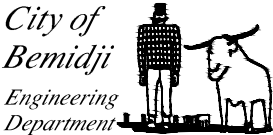
Recommendation:

It is recommended that the city council adopt the attached resolution awarding the bid to Sparky's Construction, Inc. in the amount of \$1,303,170.47 for the 2025 Street Renewal Project – City Project 25-01.

EXHIBIT A



2025 STREET RENEWAL PROJECT



RESOLUTION NO.

A RESOLUTION AWARDDING BID FOR CITY PROJECT NO. 25-01 2025 Street Renewal Project

WHEREAS, pursuant to advertisement for bids for the 2025 Street Renewal Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

BIDDER	TOTAL BID AMOUNT
Sparky's Construction, Inc.	\$1,303,170.47
Reierson Construction, Inc.	\$1,371,923.94
Red Lake Builders	\$1,697,538.95
R.L. Larson Excavating, Inc.	\$1,797,777.77

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

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Sparky's Construction, Inc. for the total bid in the amount of \$1,303,170.47 for the 2025 Street Renewal Project according to the plans and specifications therefor on file in the office of the City Engineer.

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

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor



City Manager's Office

TO: Bemidji City Council
FROM: Rich Spiczka- City Manager
DATE: March 17th, 2025
RE: Union Contracts 2025-2027

Background

Contracts have been negotiated and approved by the unions for Police Patrol, Police Supervisors and Local 49er's. The goal of changes for these contracts included:

- Work towards creating a consistent contribution to Cafeteria plan for all City employees
- Create an environment that provides competitive packages to recruit and retain staff
- To assure we are in the same marketplace as other public employers to maintain staffing
- To be responsive to market conditions and provide terms to assure quality public services

The 2025 budget included funding to accommodate the contract settlement terms.

RECOMMENDATION:

Approve 2025 to 2027 union contracts for Police Patrol, Police Supervisors, and Local 49er's which include wage, benefit adjustments per the individual groups.

RESOLUTION NO.

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BEMIDJI AND IUOE, LOCAL 49 REPRESENTING THE PUBLIC WORKS, PARKS, STREETS AND UTILITY EMPLOYEE BARGAINING UNIT FOR 2025-2027

WHEREAS, representatives of the City and representatives of IUOE Local 49 representing the employees in the public works, parks, streets and utility bargaining unit have negotiated a three year labor agreement for the term January 1, 2025, through December 31, 2027; and,

WHEREAS, said agreement is on file in the City Clerk's office.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the tentative agreement and that the parties are authorized and directed to prepare contract documents incorporating this agreement and further, that upon receipt of the three original contracts executed by the Union, the Mayor and City Manager and other appropriate individuals be authorized and directed to execute the original contracts.

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



City Manager's Office

TO: Bemidji City Council
FROM: Rich Spiczka- City Manager
DATE: March 17th, 2025
RE: Union Contracts 2025-2027

Background

Contracts have been negotiated and approved by the unions for Police Patrol, Police Supervisors and Local 49er's. The goal of changes for these contracts included:

- Work towards creating a consistent contribution to Cafeteria plan for all City employees
- Create an environment that provides competitive packages to recruit and retain staff
- To assure we are in the same marketplace as other public employers to maintain staffing
- To be responsive to market conditions and provide terms to assure quality public services

The 2025 budget included funding to accommodate the contract settlement terms.

RECOMMENDATION:

Approve 2025 to 2027 union contracts for Police Patrol, Police Supervisors, and Local 49er's which include wage, benefit adjustments per the individual groups.

RESOLUTION NO.

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BEMIDJI AND LAW ENFORCEMENT LABOR SERVICES, INC., POLICE DEPARTMENT LOCAL NO. 126 EMPLOYEE BARGAINING UNIT FOR 2025-2027

WHEREAS, representatives of the City and representatives of Law Enforcement Labor Services, Inc. representing the employees in the police department bargaining unit have negotiated a three year labor agreement for the term January 1, 2025, through December 31, 2027; and,

WHEREAS, said agreement is on file in the City Clerk's office.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the tentative agreement and that the parties are authorized and directed to prepare contract documents incorporating this agreement and further, that upon receipt of the three original contracts executed by the Union, the Mayor and City Manager and other appropriate individuals be authorized and directed to execute the original contracts.

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



City Manager's Office

TO: Bemidji City Council
FROM: Rich Spiczka- City Manager
DATE: March 17th, 2025
RE: Union Contracts 2025-2027

Background

Contracts have been negotiated and approved by the unions for Police Patrol, Police Supervisors and Local 49er's. The goal of changes for these contracts included:

- Work towards creating a consistent contribution to Cafeteria plan for all City employees
- Create an environment that provides competitive packages to recruit and retain staff
- To assure we are in the same marketplace as other public employers to maintain staffing
- To be responsive to market conditions and provide terms to assure quality public services

The 2025 budget included funding to accommodate the contract settlement terms.

RECOMMENDATION:

Approve 2025 to 2027 union contracts for Police Patrol, Police Supervisors, and Local 49er's which include wage, benefit adjustments per the individual groups.

RESOLUTION NO.

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BEMIDJI AND LAW ENFORCEMENT LABOR SERVICES, INC., SERGEANTS LOCAL NO. 227 EMPLOYEE BARGAINING UNIT FOR 2025-2027

WHEREAS, representatives of the City and representatives of Law Enforcement Labor Services, Inc. representing the employees in the Bemidji Police Department - sergeants bargaining unit have negotiated a three year labor agreement for the term January 1, 2025, through December 31, 2027; and,

WHEREAS, said agreement is on file in the City Clerk's office.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the agreement and that the parties are authorized and directed to prepare contract documents incorporating this agreement and further, that upon receipt of the three original contracts executed by the Union, the Mayor and City Manager and other appropriate individuals be authorized and directed to execute the original contracts.

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