

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 15, 2026

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



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PRESENTATION OF LEADERSLINK DISASTER LEADERSHIP AWARD

AMENDMENTS TO THE AGENDA

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.

- 1) Claims Submitted by Finance Officer in the Amount Of \$1,543,983.73
- 2) Claims Submitted by Legends Global for the Sanford Center in the Amount of \$120,799.71
- 3) Resolution Accepting Active Transportation Grant Funds and Approving Grant Agreement
- 4) Resolution Approving Amendment to Jigibiig Facility Operations Agreement with Bemidji State University
- 5) Approve HomeCo Insulation Restoration for the Sanford Center (\$182,526)
- 6) Approve Advance Tile and Terrazzo Co Inc. Contract for Repairs to Terrazzo in the Sanford Center (\$52,850)
- 7) Approve Change Order for Dick's Plumbing and Heating for Roof Drains-Rain Leaders Testing (\$39,458.05)
- 8) Approve Contract with Property Solutions Duluth LLC for Final Cleanup at the Sanford Center (\$25,869)
- 9) Authorize Professional Services Agreement for WWTP Digester Sludge Pump Replacement Project - City Project 26-06

CITIZENS WITH BUSINESS BEFORE THIS COUNCIL-NOT ON AN AGENDA

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

ORDINANCES

- 10) Public Hearing and First Reading of an Ordinance Amending Chapter 2, Article V, Division 2 of the Bemidji City Code Entitled Heritage Preservation Commission

REPORT

- 11) MPCA - LCA Grant EV Roadmap Report

COUNCIL COMMITTEE REPORTS

UPCOMING MEETINGS

- 12) June 22, 2026 - Work Session (5:30pm) Personnel Policy and Parking
July 6, 2026 - Council Meeting (6:00pm)
July 13, 2026 - Planning Board (5:30pm)
July 20, 2026 - Council Meeting (6:00pm)

ADJOURN

Bill List Summary

June 15th, 2026

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
45218	Postmaster	\$200.00
45219	Beltrami County Auditor/Treasurer	\$3,355.36
45220	Postmaster	\$2,453.38
45221	Postmaster	\$1,407.33
45224 - 45333	See Attached List	<u>1,536,567.66</u>
		\$1,543,983.73
	TOTAL	\$1,543,983.73

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 06/10/2026 - 12:51PM
Warrant Request Date: 6/16/2026
DAC Fund:

Batch: 00416.06.2026

COUNCIL BILL LIST



Line	Claimant	Voucher No.	Amount
1	106 Group	000045224	10,207.26
2	A & K Contracting	000045225	135.00
3	Ace On The Lake	000045226	1,447.88
4	Acme Tools-Bemidji	000045227	366.99
5	American Pressure North	000045228	2,000.00
6	Arrow Printing	000045229	2,175.43
7	Artisan Beer Company	000045230	809.61
8	Arvig	000045231	465.00
9	Auto Value Bemidji	000045232	431.01
10	Balstad,Susie	000045233	300.00
11	Barr Engineering Company	000045234	45,346.39
12	Bellboy Corporation	000000000	1,384.40
13	Beltrami County Attorney	000045235	428.39
14	Beltrami County Dare Advisory	000000000	689.52
15	Beltrami County Recorder	000045236	116.40
16	Beltrami County Solid Waste	000045237	35.25
17	Beltrami Electric Coop	000045238	1,152.83
18	Bemidji Coca-Cola Bottling Co, Inc	000045239	592.40
19	Bemidji Curling Club	000045240	5,000.00
20	Bemidji Paper Sales, Inc.	000045241	857.63
21	Bernick's	000000000	29,448.73
22	Blue Ox Operations, LLC	000045242	401.10
23	Bluefin Payment Systems	000000000	4,006.00
24	Bob's Econo Pump	000045243	4,084.00
25	Bonded Lock & Key of Bemidji	000045244	11.90
26	Bowman & Sons Inc	000045245	1,250.00
27	Braun Intertec Corporation	000000000	11,800.00
28	Breakthru Beverage Minnesota Beer, LLC	000045246	7,974.48
29	Casper Construction	000045247	100,410.13
30	CHANDLER,DONAVEN	000045248	90.70
31	City of Bemidji - ACH	000000000	11,286.98
32	Column Software PBC	000045249	30.10
33	Coons,Josh	000000000	97.86
34	Core & Main	000045250	20,913.31
35	Craguns Resort	000045251	288.18
36	Crow Wing Co.Sheriff's Office	000045252	80.00
37	CSG Forte Payments, Inc.	000000000	601.35
38	Culligan	000045253	2,064.23
39	Dahlheimer Beverage Brainerd	000000000	5,540.50
40	Derby,Carter	000000000	60.00
41	D-S Beverages	000045254	27,366.49
42	Earl F. Andersen, Inc.	000045255	159.95
43	Exhaust Pros	000045256	213.50
44	Fastenal Company	000045257	23.29

Page Total: \$302,144.17

Line	Claimant	Voucher No.	Amount
45	Flaherty & Hood, P. A.	000045258	4,622.50
46	FleetPride, Inc.	000045259	4.29
47	Flexible Pipe Tool Company	000000000	903.25
48	Frontier Precision, Inc.	000045260	56.88
49	Gaslin Garage Door	000045261	1,922.00
50	Glass Doctor	000045262	1,942.77
51	Gopher State One-Call	000000000	629.15
52	Grand Forks Fire Equipment LLC	000000000	270.01
53	Granite City Armored Car, Inc.	000045263	716.90
54	Great Plains Institute	000045264	5,297.50
55	Gregg's Plumbing & Heating	000045265	429.25
56	Guardian Fleet Safety	000045266	20,865.63
57	Guardian Pest Control, Inc	000045267	110.42
58	Hansen,David	000000000	198.45
59	Harris Mountain West LLC	000045268	75.00
60	Hartje,Steven	000045269	500.00
61	Hawkins, Inc.	000045270	24,165.44
62	HBI Radio Bemidji	000045271	748.80
63	Headwaters Regional Development Commission	000045272	40,000.00
64	Hegland,Carolyn	000045273	12.98
65	Hill's Country Greenhouse	000045274	177.13
66	Home City Ice Co.	000045275	480.94
67	Honeywell International Inc.	000000000	2,442.53
68	Ink Spot Press	000045276	412.02
69	IVERSON,JOHN	000045277	12.11
70	Jim Hirt Trucking, Inc	000045278	1,590.79
71	Joe's Northwoods Pest Control	000045279	250.00
72	Johnson Bros., Inc.	000045280	34,552.68
73	Karl of Marshalltown LLC	000045281	48,121.61
74	Kiesler Police Supply, Inc.	000045282	383.00
75	Klockow Brewing Company	000045283	378.00
76	KOOB,AYLA	000045284	101.90
77	Lawson Products, Inc.	000045285	242.54
78	League of MN Insurance Trust	000045286	362,928.00
79	Lindell,Kim	000045287	150.00
80	LVC Companies	000045288	640.00
81	Macqueen Emergency Group	000000000	2,291.79
82	Marco Technologies, LLC	000045289	148.90
83	Martin-McAllister	000045290	1,950.00
84	Maverick Beverage Company	000045291	2,717.88
85	May, Wesley	000045292	3,500.00
86	McKinnon Co., Inc.	000045293	24,299.09
87	Menards-Bemidji	000045294	841.87
88	MN Chiefs of Police Assn	000045295	600.00
89	MN Dept of Health	000045296	14,900.00
90	MN Energy Resources	000000000	4,625.79
91	Molash,Shawna	000000000	60.00
92	NAPA Auto Parts/Premier	000045297	393.45
93	Naylor Heating & Refrigeration, LLC	000000000	2,142.77
94	Nei Bottling, Inc.	000045298	228.75
95	Northern Paving Inc.	000045299	939.25
96	OSTMAN,RITA & RICHARD	000045300	16.43
97	Oxford Street Merchants	000045301	2,957.70
98	Paustis & Sons	000045302	1,409.00
99	Per Mar Security Services	000045303	2,238.40
100	Peterson Sheet Metal, Inc.	000000000	7,476.40
101	Phillips Wine & Spirits	000045304	34,430.53

Page Total: \$664,502.47

Line	Claimant	Voucher No.	Amount
102	Port-Able John Rental & Service	000000000	1,680.00
103	PowerPlan OIB	000045305	156.55
104	Quadient Leasing	000045306	177.51
105	Quadient, Inc.	000045307	3,073.16
106	Recycling Association of MN	000045308	10,612.00
107	Reiersen Construction, Inc.	000000000	395,074.03
108	Richards Publishing Company	000045309	58.00
109	RMB Environmental Laboratories, Inc.	000045310	1,889.36
110	Ross Lewis Sign Co.	000045311	70.00
111	Sandmeyer,Joshua	000000000	44.90
112	Sanford Center	000045312	7,317.16
113	Sether,Charlene	000000000	150.00
114	Sherwin-Williams Co	000045313	937.13
115	SiteOne Landscape Supply, LLC	000045314	5,783.34
116	Skumavc,Kori	000000000	74.75
117	Small Lot MN	000045315	1,219.56
118	Solway Fire Deparment	000045316	1,700.00
119	Southern Glazer's of MN	000045317	31,344.56
120	Southside Tow & Rec, Inc	000045318	1,195.40
121	Sparky's Construction, Inc.	000045319	850.00
122	Springbrook Software LLC	000000000	1,777.00
123	Stittsworth,Diana	000000000	350.00
124	Streicher's	000045320	235.94
125	Thomson Reuters-West	000045321	221.64
126	TM Autosports	000045322	2,172.49
127	Town Law Center PLLP	000045323	4,476.72
128	Uline	000045324	394.25
129	UPS Store	000045325	115.75
130	US Bank Merchant Billing	000000000	627.21
131	USI Consulting Group	000045326	1,075.00
132	Valvoline Instant Oil Change	000045327	91.94
133	VanKempen,Wade	000045328	200.00
134	Verified First	000000000	181.72
135	Verizon Wireless Services, LLC	000045329	75.00
136	Vestis	000045330	1,220.32
137	Viking Automatic Sprinkler Co.	000045331	1,175.00
138	Vinocopia, Inc.	000000000	4,054.74
139	Wells Fargo.Business Track	000000000	2,219.50
140	Wells Fargo-ACH	000000000	26,128.52
141	Wes Plumbing & Heating	000045332	41,119.44
142	WEX Health, Inc	000000000	427.00
143	Zepole Supply Co.	000045333	17,059.56
144	Ziegler, Inc.	000000000	1,114.87
Page Total:			\$569,921.02
Grand Total:			\$1,536,567.66

**Sanford Center
Cash Requirements
As of Jun 16, 2026**

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

Vendor	Description	Date	Amount Due
AmericInn of Bemidji	Event Lodging Reimbursable	5/29/26	2,986.05
Amity Graphics	Office Supplies	6/3/26	271.25
Bemidji Coca-Cola Company	Inventory - Beverage	5/28/26	482.70
Carbonhouse	Website Host	6/1/26	700.00
Central McGowan Inc	Food & Beverage CO2	5/31/26	84.90
City of Bemidji	Utility - Water & Sewer	5/31/26	2,234.62
Country Inn & Suites Bemidji	Event Lodging Reimbursable	5/29/26	31,090.97
D-S Beverages Inc	Inventory - Beer	5/29/26	306.00
Dacotah Paper Co	Inventory - F&B Paper	6/8/26	140.45
DoubleTree by Hilton Bemidji	Event Lodging Reimbursable	5/29/26	23,695.98
Hard Target, Inc.	Event Security & EMT Reimbursable	6/1/26	1,508.13
Legends Global	June Management Fee	6/2/26	10,895.44
Legends Global	June IT Fees	6/2/26	1,163.00
Legends Global	May Retro Management Fee	6/10/26	286.44
Legends Global	Legends Global		12,344.88
Luekens Village Foods - South	Inventory - Food	5/27/26	25.78
Luekens Village Foods - South	Inventory - Food	6/9/26	18.46
Luekens Village Foods - South	Luekens Village Foods - South		44.24
Marco Technologies LLC	Copier/Printer Rental	6/7/26	463.47
Marsh USA LLC	Workers Comp Insurance	6/2/26	2,340.00
Total Tap Services	F&B Kegerator Maintenance	5/29/26	90.00
Natures Edge Garden Center Inc	Irrigation System Maintenance	5/21/26	1,944.00
NLFX Professional	Contracted AV Reimbursable	6/5/26	127.50
NLFX Professional	Contracted AV Reimbursable	6/5/26	127.50
NLFX Professional	NLFX Professional		255.00
Dennis A. Noska	HVAC Maintenance	5/25/26	200.00

**Sanford Center
Cash Requirements
As of Jun 16, 2026**

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

Vendor	Description	Date	Amount Due
Paul Bunyan Communications	Utility - Telephone	6/1/26	1,675.26
Paustis Wine Company	Inventory - Wine	5/28/26	226.00
Performance Food Group	Inventory - Food	5/27/26	1,127.23
Performance Food Group	Inventory - Food	5/28/26	327.08
Performance Food Group	CM Inventory - Food	5/28/26	-23.16
Performance Food Group	Inventory - Food	5/28/26	1,704.37
Performance Food Group	Inventory - Food	6/3/26	1,422.29
Performance Food Group	Inventory - Food	6/5/26	1,443.98
Performance Food Group	Inventory - Food	6/8/26	6,710.62
Performance Food Group	Inventory - Food	6/9/26	102.36
Performance Food Group	Performance Food Group		12,814.77
Robert Anderson	Reimbursement: Event Supplies Reimbursable, Event Lodging Reimbursable, Event Marketing Reimbursable, Toolcat Fuel, Lodging - Staff Training, and Adobe & Canva Subscriptions	5/31/26	2,882.26
South Shore Hotel	Event Lodging Reimbursable	5/30/26	17,418.54
Sysco Western Minnesota, Inc	CM Inventory - Food	5/30/26	-1.82
Sysco Western Minnesota, Inc	CM Inventory - Food	6/6/26	-14.11
Sysco Western Minnesota, Inc	Inventory - Food	6/9/26	1,894.34
Sysco Western Minnesota, Inc	Sysco Western Minnesota, Inc		1,878.41
T&K Outdoors, Inc	Storage Unit Rental	6/1/26	100.00
Vestis Group, Inc	Laundry and Linen	5/25/26	380.84
Vestis Group, Inc	Laundry and Linen	5/28/26	66.76
Vestis Group, Inc	Laundry and Linen	5/28/26	331.83
Vestis Group, Inc	Laundry and Linen	5/28/26	167.49
Vestis Group, Inc	Laundry and Linen	6/4/26	167.49
Vestis Group, Inc	Vestis Group, Inc		1,114.41
WM Corporate Services, Inc	Utility - Trash Removal	6/1/26	1,507.42
			120,799.71

CITY COUNCIL AGENDA ITEM



Meeting Date: June 15, 2026

Action Requested: Consider Approval of Agreement & Resolution Accepting Active Transportation Grant Funds

Prepared By: Samuel C. Anderson City Engineer/DPW

Background:

The 5th Street NW Trail Project is being funded with a combination of Transportation Alternatives grant, State Aid Construction, Construction Reserves, and Active Transportation (AT) grant funds. The AT grant fund requires a separate agreement with the State in order to execute the funding for use on the project. The City received \$200,000 in AT grant funding and staff anticipate all of it will be used on the project.

Recommendation:

It is recommended that the city council pass a motion to approve the attached resolution and authorize the Mayor and City Manager to execute the attached grant agreement.

RESOLUTION NO.

A RESOLUTION ACCEPTING ACTIVE TRANSPORTATION PROGRAM GRANT AGREEMENT FOR SP 105-090-009

(5th Street NW Trail from Jefferson Avenue NW to Irvine Avenue NW)

WHEREAS, the City of Bemidji has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$200,000.00 by reason of the lowest responsible bid;

THEREFORE, BE IT RESOLVED, that City of Bemidji does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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 is a true and correct copy of Resolution No. _____ duly passed, adopted and approved by the City Council of said City on _____.

(Seal)

City Clerk

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

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

Contact: Sam Anderson

RECITALS

1. Minn. Stat. § 174.38 authorizes State to enter into this Agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2024, Chapter 127- H.F. 5247.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5. As required by [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This Agreement will expire on **December 31, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee’s Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the “Project”. See Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this Agreement. In the performance of this grant

Agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$200,000.00**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.
 - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.
 - 4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 State's Authorized Representative is:

Marc Brieze,
Programs Manager,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.brieze@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Sam Anderson
City Engineer
1351 5th Street NW
Bemidji, MN 56601
218-333-1851
sam.anderson@ci.bemidji.mn.us.

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments 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.
- 7.3 **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. § 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified

by an audit.

10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or State.

11 Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

13.2 Termination for Cause. State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. State may immediately terminate this Agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.

13.4 Suspension. State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified

or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes § 181.59. Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and

the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the “Real Property”) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If Grantee fails to maintain the Real Property in accordance with this Section, State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and Grantee irrevocably authorizes State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by State shall be at its sole discretion, and nothing contained herein shall require State to take any action or incur any expense and State shall not be responsible, or liable to Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by State pursuant to this Section shall be due and payable on demand by State and will bear interest from the date of payment by State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

18.6 Grant Administrator and Organizational Leadership Contact Information. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization’s leadership must be clearly published.

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

GRANTEE

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

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
2023 AT Funds Grant (SAAS Acct 416)	\$200,000.00
Other:	
Subtotal	\$200,000.00
Public Entity Funds:	
Matching Funds	
Local Match	\$187,959.75
Other:	
Federal Funds (TA)	\$468,000.00
Subtotal	\$589,456.00
TOTAL FUNDS	\$855,959.75

USES OF FUNDS

Expenses	Amount
Items Paid for with AT Grant Funds:	
Construction of multi-use trail	\$200,000.00
Subtotal	\$200,000.00
Items paid for with Non- AT Grant Funds:	
Construction of multi-use trail	\$655,959.75
Subtotal	\$655,959.75
TOTAL PROJECT COSTS	\$855,959.75

=

EXHIBIT B
GRANT APPLICATION

Form Name:	2024 Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application
Submission Time:	January 16, 2025 8:55 am
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	151.111.4.6
Unique ID:	1305855712
Location:	47.5736, -94.7896

Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application

I. Project Information

A. Applicant Entity Information

Name	Sam Anderson
Entity Name	City of Bemdji
Job Title/Position	City Engineer/DPW
Phone	(218) 333-1851
Email	sam.anderson@ci.bemidji.mn.us
Entity Type	State Aid City
Address	1351 5th Street NW Bemidji, MN 56601
County	Beltrami
MnDOT District	District 2

B. Project Sponsor Information

As a grant applicant, are you representing a township, non-state aid city, or a registered non-profit? If yes, you are required to have a project sponsor.	No, I am not a township, non-state aid city, or a registered non-profit
--	---

C. Project Funding

Has this project been selected for federal funding?	Yes
	STBGP-TA
Which STIP version is the project included in?	2025-2028
What is the Sequence # from the STIP?	333

How much federal funding is programmed?	440,000
---	---------

Is this project applying for competitive funding from another source in addition to this program?	No
---	----

AT Grant Request	200000
------------------	--------

Federal Funds	440000
---------------	--------

Local City Funds	100000
------------------	--------

Total project cost	740000
--------------------	--------

Are funds from all sources committed?	Yes
---------------------------------------	-----

D. Project Location

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant entity or project sponsor?	No
---	----

Beginning Point - Latitude	47.4683
----------------------------	---------

Beginning Point - Longitude	94.90694
-----------------------------	----------

E. Brief Project Description

Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River.	Construct a nearly 1 mile long, 10 foot wide multi-use paved trail, which will connect the Downtown Bemidji area to the roundabout at Jefferson Avenue & 5th Street NW in Bemidji, MN.
---	--

F. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-AT eligible costs, as well as AT-eligible items in excess of the AT Infrastructure grant amount. The applicant understands this eligibility requirement and has executed the signed resolution for attachment to the application.	Yes
Township, non-state aid city, and registered non-profit applicants will need a state aid city or county to serve as their project sponsor. If a project sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring entity's council supporting the project and agreeing to act as the project sponsor. The applicant understands this eligibility requirement and has obtained this signed resolution for attachment to the application.	Not applicable (application is from a state aid city, county or Federally Recognized Indian Tribe)
The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant entity or project sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this signed resolution(s) from all impacted entities for attachment to the application.	Not applicable (no other public entity right-of-way is impacted)
Does the applicant entity have the ability to maintain the infrastructure improvement and provide an expected service life of a minimum of 10 years? The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will be maintained and provide a service life of 10 or more years

Projects are required to be ready for construction in 2025 or 2026. The applicant understands this eligibility requirement and will award a contract and be under construction prior to December 31, 2026.	Yes
Please select the anticipated construction year	2026
Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this letter of support for attachment to the application.	Not applicable (the proposed project does not have trunk highway impacts)
Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible expenses nor are right-of-way acquisition costs. All selected projects must follow the State Aid process, which includes identifying applicable design standards and developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.	Yes

Active Transportation funds cannot be used to pay non-profit, local entity or Federally Recognized Indian Tribe staff time to construct or install any improvements. Local entity or Federally Recognized Indian Tribe staff time is not an eligible cost for the program. All selected projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

Has the project received a legislative appropriation (also known as an "earmark")?

No

Statute 16B.981 Subd. 2 (6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used. Political subdivisions as defined in Statute 465.719 (including school districts) and Federally Recognized Indian Tribes are not subject to this requirement. Checking the following box is acknowledgement that if selected to receive a grant and if required by statute, the applicant will be required to complete a form certifying that no current principal of its organization has been convicted of a felony financial crime in the last 10 years.

Yes

G. Project Evaluation

Name	Jenna Roberts
Job Title / Role	Assistant City Engineer
Email	jenna.roberts@ci.bemidji.mn.us
Phone	218-333-1856

II. Project Improvements & Safety

H. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?

Yes

Check any that apply below:

Pedestrians walk along the grass or ditch.
People cross a roadway at any point other than an intersection or marked crossing

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?

Yes

Check any that are present in the project area:

High vehicle speeds
High levels of traffic
Low stop or yield compliance for pedestrians or cyclists

List and concisely describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.

Currently, there is no designated pedestrian connection from the downtown Bemidji area to Bemidji High School or Gene Dillon Elementary School. Students who are walking or bicycling to or from School must travel significant distances along sections of public roadways or follow a less direct route along the East-West Trail, which is groomed in the winter for snowmobile use. This is also true for other pedestrian users who will use this trail as we continue to expand our inter-city trail system through our Parks, Trails, and Open Spaces Plan planning areas for future development. The traffic on 5th Street NW is 6,600 vehicles per day from Irvine Avenue (Post Office) to Jefferson Avenue and being a rural (non-curb & gutter) typical section doesn't currently provide a safe buffer for pedestrian traffic. The completion of an off-road trail will provide a significant infrastructure and safety improvement for the City and a multitude of users who live in the community.

I. Types of Improvements

Curbs and medians

New curb and gutter

Signage and striping

New crosswalk striping

Sidewalks and trails

ADA ramps
Trails and shared use paths

Provide a full project description including specific locations of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.

The new trail will begin on the south side of the road at the Jefferson Avenue Roundabout and continue east along the south side of 5th Street to the intersection of Irvine Avenue. There will be pedestrian crossing at Park Avenue NW and Mississippi Avenue NW. There will also be an ADA ramp at the intersection of Jefferson Avenue which will eventually connect to the counties portion of the trail. Curb and gutter is proposed on the south side of 5th Street to help with drainage off the existing roadway.

J. Project Improvements

Destinations: Describe how listed improvements would connect communities or connect key destinations within your community. See Solicitation Guide for example statement.

The proposed project supports a larger goal of increasing pedestrian access throughout the community as identified in our "Parks, Trails, and Open Spaces" comprehensive planning document. The proposed segment is a piece of a larger planned network of trails and sidewalks and provides a transportation purpose between points of interest throughout Bemidji, as well as the first phase of a goal to connect the downtown Bemidji area with Bemidji High School and Gene Dillon Elementary School.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section I. Types of Improvements" would mitigate the safety risks and hazards described in "Section H. Safety Concerns." See Solicitation Guide for example statement.

The proposed project is to create an off road multi-use trail. The edge of road is proposed to have curb and gutter added to help with drainage and to provide a buffer from the heavy traffic. Ada ramps will be provided at every street crossing in order to have a safe crossing point for pedestrians.

III. Community Engagement & Transportation Policies

K. Plans, Policies, & Studies

Does the applicant entity or project sponsor have a non-motorized transportation plan(s) in place or under development?

Yes - please attach to application

Describe the content and extents of the non-motorized transportation plan(s). Include the year of adoption for each document listed.

The city of Bemidji has a parks, open spaces, and trail system plan that was adopted in 2011. This shows the proposed future trail system and the locations for a multi-use trail.

Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?

No

Are the improvements in this project identified in the listed plan(s)?	Yes - please attach to application
Please provide the page number(s) on which the project is identified	4.22
Describe how the proposed improvements in this project were identified, planned, and prioritized. Also, include any community/stakeholder engagement or public outreach activities.	The proposed project is a segment of a larger comprehensive trail study completed and adopted by the City of Bemidji back in 2011. The comprehensive plan is called "Parks, Trails, and Open Spaces" and it details a study of planned trail routes throughout the City of Bemidji, detailing connections to other trails and points of interest, including schools, within the community. This section of trail is a part of a larger plan to provide safe pedestrian access from the Bemidji High School back to other residential areas within Bemidji using future trails/sidewalks along 5th Street NW. The City of Bemidji owns and maintains 5th Street NW from Jefferson Avenue east toward the downtown area. The remaining 5th Street NW corridor west of Jefferson Avenue Beltrami County owns and maintains.
Has the applicant entity and/or project sponsor adopted a Complete Streets Policy or other policies or practices encouraging and promoting Complete Streets policies and practices in planning, design and construction? If yes, please describe these policies or practices and attach them to the application. If no, please mark "N/A".	N/A

IV. Equity Score

L. Advancing Equity

Priority Populations	Residents of Color Low Income Low or No Vehicle Availability Aged Under 18 Aged 65+ Disabled or Low Mobility
Describe how the ability for priority populations to use active transportation will be advanced with this proposed project. Include specific project area destinations and statistics that support the priority population boxes checked above.	This multi-use trail will connect the downtown area to the Bemidji High School and Gene Dillon Elementary School. The adjacent neighborhoods house a lot of the cities priority population that will benefit on having a safe route to get to school or to the downtown businesses. The trail is also close to the hope house, homeless shelter and other supportive housing facilities where people may or may not have transportation to get to and from places, where they would benefit from a multi-use trail system to get to the schools.

M. Active Transportation Equity Score

V. Attachments

Approved applicant entity resolution of support (PDF)	https://www.formstack.com/admin/download/file/17459209002
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Engineering or planning-based cost estimate with itemized breakdown (Excel)	https://www.formstack.com/admin/download/file/17459209003
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Timeline of project indicating major milestones and their anticipated completion dates (PDF)	https://www.formstack.com/admin/download/file/17459209004
---	---

Federal Aid funding application and award letter (if applicable) (PDF)	https://www.formstack.com/admin/download/file/17459209005
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Non-motorized transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere	https://www.formstack.com/admin/download/file/17459209019
---	---

At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment. (PDF)	https://www.formstack.com/admin/download/file/17459209027
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Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/17459209050
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Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/17459209051
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VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organization conflict of interest exists

VII. Affirmation of Noncollusion

The Applicant affirms that this solicitation response has been submitted without collusion.

Yes

VIII. 2024 AT Infrastructure Application Submittal

The applicant affirms to the best of their current knowledge and belief that this grant application submittal is accurate and complete.

Yes

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION
Active Transportation Program Grant Agreement
Grant Terms and Conditions
SP 105-090-009
June 15th, 2026

WHEREAS, the **City of Bemidji** has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$200,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that **City of Bemidji** does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Signatures

CITY COUNCIL AGENDA ITEM



Meeting Date: June 15, 2026
Action Requested: Approval of proposed amendment
Prepared By: Scott Schroeder, Parks & Trails Director

Background:

On April 20, 2026, City Council approved the Operations Agreement with Bemidji State University for the Jiigibiig facility.

During implementation of the Agreement, staff identified an issue related to the sharing of utility costs. While the Agreement originally provided that utility costs would be shared, the existing metering equipment at the park does not allow for the utility usage to be accurately separated or billed between the parties.

To address this issue, staff is proposing an amendment to clarify that the City will be responsible for utility costs associated with the Jiigibiig facility.

Additional amendments have also been made to correct drafting errors and ensure the Agreement properly references the facility as Jiigibiig, rather than the previous facility name.

Recommendation:

Staff recommends approval of the proposed amendment to the Operations Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE BEMIDJI CITY COUNCIL APPROVING AMENDED OPERATION AGREEMENT FOR BEMIDJI JIIGIBIIG RECREATION FACILITY

WHEREAS, On April 20, 2026, the Bemidji City Council approved a certain Operation Agreement for the Bemidji Jiigibiig Recreation Facility with Minnesota State Colleges and Universities on behalf of Bemidji State University (“BSU”); and

WHEREAS, BSU has been successfully operating the facility this summer under the Agreement, but during the course of implementation of the Agreement an issue was discovered concerning the ability to share utility costs from the facility; and

WHEREAS, The original Agreement provides that utility costs from the facility shall be shared between the City and BSU, however, it has been discovered that the metering equipment in place at the park does not allow for costs for the facility to be isolated from the rest of the park; and

WHEREAS, The City desires to continue its relationship with BSU operating the facility under the terms of the Agreement, but desires to amend the Agreement to clarify who is responsible for utility costs; and

WHEREAS, The City is willing to take on the full share of the utility costs of the facility, requiring an amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT: The Bemidji City Council hereby approves the Amended Operation Agreement for Bemidji Jiigibiig Recreation Facility, attached to this Resolution and incorporated herein, and authorizes the Mayor and City Manager to execute the amended agreement.

The foregoing Resolution was passed on the following vote:

Yeas:

Neas:

Absent:

PASSED: _____

ATTEST:

APPROVED:

Michelle R. Miller
City Clerk

Jorge S. Prince
Mayor

AMENDED OPERATION AGREEMENT FOR BEMIDJI JIIGIBIIG RECREATION FACILITY

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

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

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

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

WHEREAS, the City and MNSCU previously entered into this Agreement with signatures finalized on April 29, 2026 and May 6, 2026, and now desire to amend its terms and conditions to clarify who is responsible for utility costs at the Facility. All new language is reflected in red text and underlined, with deleted text shown with strikethrough, with all other original terms remaining unchanged.

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

1. Term and Termination.

- a. Term. The term of this Agreement (“**Term**”) shall begin on April 22, 2026 (the “**Commencement Date**”) and shall continue for a term of one year, unless earlier terminated as provided in this Agreement. As used herein, the expression (term hereof) refers to such initial term and any renewal term as hereinafter provided.
- b. Renewal. The City hereby grants to Operator, subject to the conditions set forth below, the right and option to renew this Agreement for five (5) renewal terms of one (1) year each, under the same terms, covenants, and conditions as stated herein.

- i. The option to renew must be exercised by the Operator giving to the City at least 30 days prior written notice of the exercise thereof. In no event shall the Operator be entitled to renew the term hereof, even though such notice is timely given, unless the Operator shall have timely performed all of its obligations hereunder as of the date of the expiration of the initial term hereof.
 - ii. Unless expressly agreed to in writing, all provisions of this Agreement shall be applicable to any such renewal period.
 - iii. At the conclusion of the original term of this Agreement, the Parties shall renegotiate the monetary consideration for any renewal period(s). Such renegotiated monetary consideration and terms shall be reduced to writing as an addendum to this Agreement, but in the absence of the Parties agreeing to any such addendum, the original terms and conditions of this agreement shall apply to all renewal periods.
 - c. Termination. Notwithstanding any provision of this Agreement, either Party may terminate this Agreement upon 30 days written notice at any time during the Term hereof or any renewal term.
 - d. Personal Property Upon Termination. If this Agreement is terminated or not renewed for any reason, the Operator shall remove its personal property from the Facility within the 60 day notice period. Failure of the Operator to remove its personal property within 60 days of written notification shall constitute a waiver of Operator's right and the items may then be disposed of or used at the discretion of the City. If the items are disposed of by the City, the costs of disposal shall be the responsibility of the Operator.
2. Consideration and Rental Revenue Share. Neither the City nor the Operator shall make any direct payment to the other as consideration for the Services to be performed by the Operator for the City or the use by the Operator of the Facility under this Agreement, except as otherwise provided herein.

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

3. Operator Provision of Services and Responsibilities.
 - a. Provision of Services. The City hereby retains the Operator and the Operator hereby agrees to provide the following Services for the Facility on behalf of the

City pursuant to the terms of this Agreement. During the term and any renewal term of this Agreement, Operator shall be responsible for providing the Services set forth herein below.

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

Department retains the right to require removal or modification of any marketing and promotional materials in its discretion.

- f. Event Rentals of the Facility. Operator shall be responsible for marketing the Facility for event rentals thereof and shall have the authority to enter into event rental agreements for use of the Facility acting as the City's agent. The template event rental agreement used by Operator shall be on a form provided by the City.
- g. Premises and Facility Maintenance. City shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Agreement, provided, however, that City shall not be responsible for repairs upon implements or articles which are the personal property of Operator, nor shall City bear the expense of repairs to the premises and Facility necessitated by damage caused by Operator beyond normal wear and tear.

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

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

- h. Utilities. ~~All costs of all utilities serving the Facility shall be shared equally between the City and Operator.~~ City shall be responsible for all utility costs for the Facility.
- i. Telecommunications. Operator shall bear any and all costs of telecommunication line installations and service.
- j. Janitorial Services. The Operator shall provide all routine cleaning and janitorial services at the Facility at Operator's expense. Such services shall be at a frequency and level satisfactory to the City Parks and Trails Department.
- k. Exterior Lighting. City shall provide adequate exterior lighting in the parking lots, building entrance/exits
- l. Pest Control. Pest Control serving the Facility shall be the responsibility of the City, at the City's sole cost and expense, during the term of this Agreement or any extension thereof, and shall remain in the name of the City.

- m. Grounds. The City shall be responsible for all lawn mowing and maintenance of the exterior grounds surrounding the building on the premises at the City's expense.
- n. Trash Removal. The City shall be responsible for removal of all trash from the Facility as collected and deposited from the premises by Operator and placed in the designated external trash containers outside the Facility at City's expense. Operator agrees that it shall collect trash from internal trash receptacles in the Facility and deposit the same outside the Facility in the designated external trash containers. Operator shall not permit any employee or agent of the Operator or Facility user to place refuse outside the Premises, except in designated trash containers.
- o. Employees, Staffing. The Operator shall be responsible for supervision and direction of all Operator's personnel staffing at the Premises and Facility. All such Facility staff will be in the employment of the Operator. All expenses associated with the employment of staff will be considered operating expenses of the Operator.
- p. Use and Maintenance of City Equipment. The Operator is authorized to use equipment at the Facility in performance of its obligations hereunder. The City is not obligated to repair or replace any of the equipment used by the Operator at the Facility except as required above. The Operator is solely responsible for the use of such equipment and assumes all liability for claims related thereto, except for claims resulting from the negligence or intentional misconduct of the City.

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

- q. Services Standard of Care. All Services performed by the Operator shall be performed in accordance with City standards and policies communicated in writing to Operator and shall be performed to the satisfaction of the Parks and Trails Department. The Operator shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Operator's breach of this standard of care. The Operator shall put forth reasonable efforts to complete its duties in a timely manner. The Operator shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement.
- r. Expenses Generally. The Operator shall be responsible for all costs and expenses to provide the Services as provided herein. The City shall be responsible for the

costs and expenses of major external repairs, maintenance and replacement of the building located on the Facility such as walls, roof, foundation, parking lot and sidewalks.

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

- d. All signs and banners or modifications thereto shall be subject to the discretion and Approval of City staff, which approval shall not be unreasonably withheld, and which shall comply with City ordinances;
 - e. The parties agree that any signs and banners on the park premises does not create a forum for public speech protected by the United States or Minnesota constitutions. The City hereby reserves the right to reject and/or remove in its sole judgment and discretion any banner, sign, or other media on the park premises or City-owned property.
10. Assignment and Subletting. The Operator shall not assign this Agreement or let the Facility, the park premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the City in each instance, except that the Operator may permit use of the Facility, for rental, admission or other charges, in the normal course of business, without such consent. Consent by the City to any assignment of this Agreement or to any letting of the park premises, Facility, or part thereof shall not be a waiver of the City's rights under this Agreement as to any subsequent assignment or letting. The City's right to assign this Agreement is and shall remain unqualified and no assignment by the City shall release the Operator of any of its obligations under this Agreement. If the Operator is a corporation or like business entity or organization, any transfer of this Agreement through merger, consolidation, corporate reorganization, or liquidation or any transfer, or hypothecation, shall constitute an assignment of this Agreement requiring the prior written consent of the City.
11. Liens. Operator will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, charge, lien, encumbrance or claim, except the respective rights of the City and Operator as herein provided, to be established or remain on the premises and Facility, including any mechanic's liens for labor or materials furnished in connection with any remodeling, modifications, improvements, repairs, renewals or replacements. Operator will promptly, at its own expense, take such action as may be necessary to duly discharge any such charge, lien or claim if the same shall arise at any time.
12. Indemnification. City and Operator agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Operator's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. City's liability shall be governed by Minnesota Statutes, Chapter 466. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
13. Insurance. The Operator shall not commence operation of the Facility until the Operator has obtained all insurance required herein and such insurance has been approved by the City. All of this insurance coverage shall be maintained throughout the life of this Agreement.

- a. The Operator agrees to procure and maintain, at Operator's expense, statutory worker's compensation coverage. Except as provided below, Operator must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts the Operator from Workers' Compensation insurance or if the Operator has no employees in the City, the Operator must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Operator from the Minnesota Workers' Compensation requirements. If during the course of this Agreement the Operator becomes eligible for Workers' Compensation, the Operator must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.
- b. The Operator agrees to procure and maintain, at the Operator's expense, general commercial liability ("CGL") insurance coverage insuring the Operator against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Operator or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Operator's coverage shall be primary and noncontributory in the event of a loss.
- c. The Operator agrees to procure and maintain, at Operator's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater: True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to City by Operator and are attached hereto as Exhibit 3.

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

- d. The Operator's insurance policies and certificate(s) shall not be canceled or the conditions thereof altered in any manner without Ten (10) days prior written notice to the City.
 - e. The Operator's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of the Operator's performance under this Agreement.
 - f. The Operator is responsible for payment of insurance premiums and deductibles.
 - g. The Operator's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
 - h. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
 - i. The Operator shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
 - j. Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement if the Operator is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Operator.
14. Default. In the event of any default of this Agreement by either Party, which remains unremedied after thirty (30) days written notice specifying the default, the aggrieved party may, in addition to any other rights or remedies it may have, by written notice declare this Agreement to be terminated, in which case all rights and liabilities hereunder shall cease, and the Operator shall forthwith surrender the Facility to the City.
15. Amendments, Modification, and Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the Party or Parties to be bound or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
16. Notices. Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of the City and Operator identified below or one (1) business day after being mailed by registered or certified mail, return receipt requested, addressed as follows:

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

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

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

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

17. Miscellaneous Provisions:

- a. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- d. Interest by City Officials. No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- e. Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure

of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other party immediately.

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

- m. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- n. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.
- o. Recitals. The recitals hereto are made a part hereof.

(signature page follows)

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

CITY OF BEMIDJI

By: _____
Jorge Prince, Its Mayor

Date: _____

By: _____
Richard Spiczka, Its City Manager

Date: _____

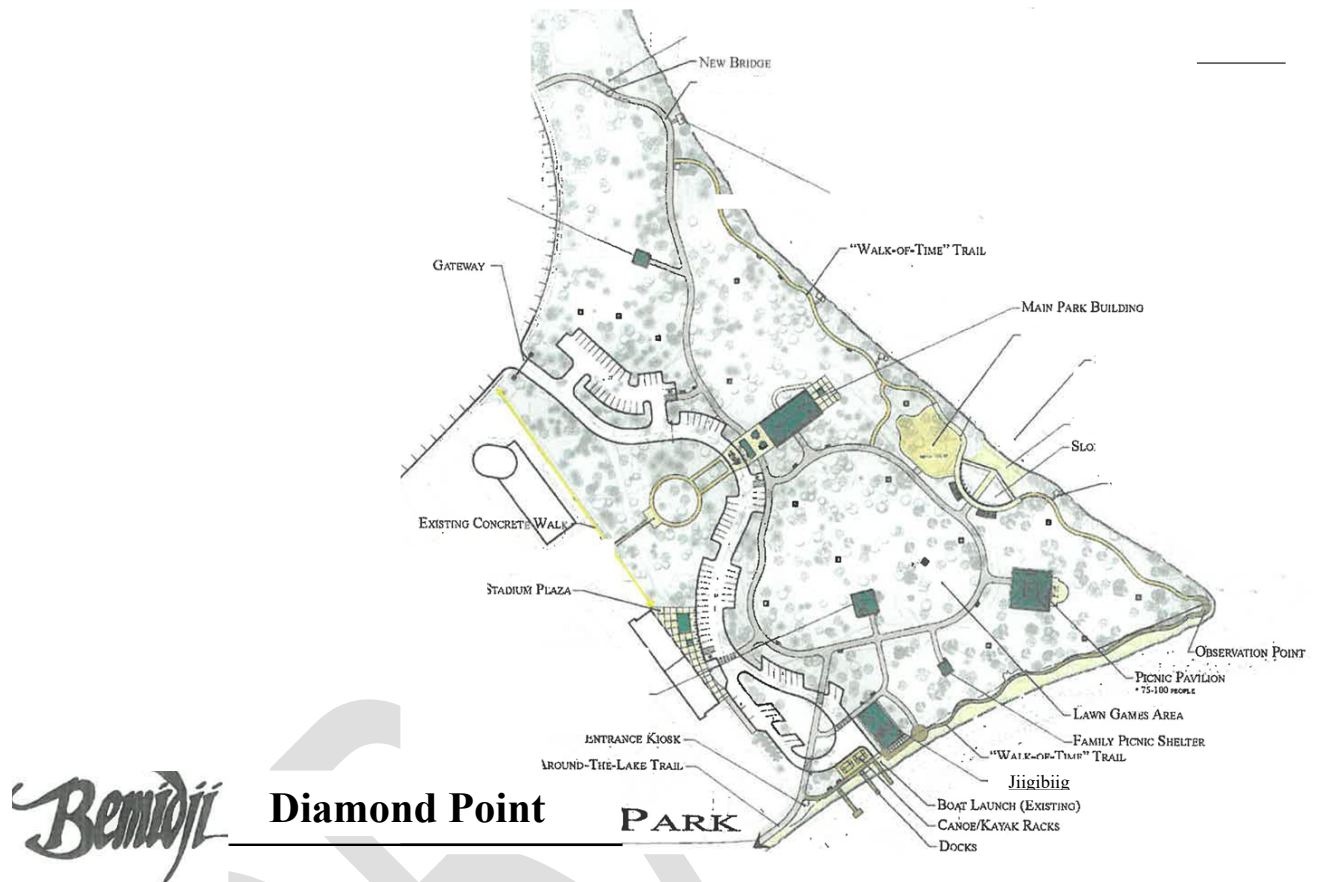
**STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF
MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF BEMIDJI
STATE UNIVERSITY**

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

Date: _____

EXHIBIT A

Depiction of Facility and park premises



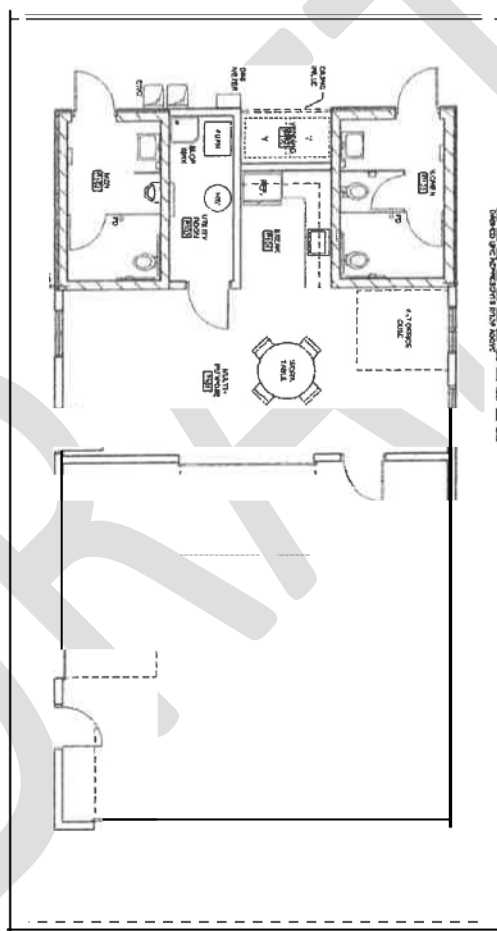


EXHIBIT B

City Owned Outdoor Recreation Equipment.

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

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

CITY COUNCIL AGENDA ITEM



Meeting Date: June 15, 2026
Action Requested: Approve HomeCo Insulation Restoration for the Sanford Center (\$182,526)
Prepared By: Rich Spiczka, City Manager

Background:

One of the many items damaged in the June 21st storm was the sound proofing insulation that is attached to the ceiling of the arena at the Sanford Center. It has been very difficult to assess the damage, figure out what is needed and find a contractor for replacement. Kraus Anderson has worked with the League of MN Cities Insurance Trust tirelessly to find a solution. HomeCo, which was the original installer when the building was constructed, was the only willing contractor.

This contract and the entirety of the amount listed has been approved to be covered by the League of MN Cities Insurance trust per our policy.

Recommendation:

Approve the recommendation by Kraus Anderson to award the contract to HomeCo Insulation for \$182,526 to restore and repair insulation on the Sanford Center Arena ceiling.



Kraus-Anderson Construction Company
206 Beltrami Avenue NW, Bemidji, MN 55601

June 10, 2026

Mr. Rich Spiczka, City Manager
City of Bemidji
Bemidji, MN 56601

RE: Sandford Center Storm Damage Restoration Contracts Award Recommendation

Dear Mr. Spiczka,

This letter concerns our recommendation for contract award for the above referenced project and bid package that was bid on May 21, 2026. Kraus-Anderson has qualified the bid proposals received and we submit the following lowest responsible bidder and their total bid amount for contract award recommendation. KA will draft a contract to administer upon your approval.

<i>Work Scope</i>		<i>Company Name</i>	<i>Bid Amount</i>	
WS 07 B	K13 Spray acoustic insulation	HomeCo Insulation	Base Bid:	\$181,211.00
WS 07 B	K13 Spray acoustic insulation	HomeCo Insulation	PP Bonds:	\$1,315.00

Grand Total to date: **\$182,526.00**

Project: Sanford Center Renovations – Phase/BP-4 K13 Spray Applied Ceiling Insulation

Owner: City of Bemidji, MN

Project No.: 2520022

Issue Date: May 13, 2026

Bid Date: Thursday, May 21, 2026, at 3:00 PM

To: Prospective Bidders

From: Kraus-Anderson Construction Company

206 Beltrami Avenue NW
Bemidji, MN 56601

1.01 INTRODUCTION

- A. This Addendum is a Contract Document that modifies the original Bidding Documents dated February 26, 2026 including Addendum No. 1. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.
- B. Use descriptions of changes to Specifications and Drawings in this Document only as a guide only. When Specification Sections or Drawings are issued or reissued with this Addendum the changes made in Specification or on Drawings take precedence over narrative description. When the Specification Section or Drawing is not reissued, the narrative description in this Addendum will communicate the revisions. Each Bidder shall make an independent determination of the work affected by Addendum items.
- C. This Addendum consists of 39 pages, plus attachments listed below. Specification Sections and Drawings are not attached unless specifically indicated as (Attached).
- D. **Specification Revisions:** When Specification Sections are reissued, they will be replaced in their entirety. Revisions will be identified by a "Revision Note" that identifies which paragraph was revised, deleted or added. Revised text will be highlighted by overstriking deleted text and underlining new text.
- E. **Drawing Revisions:** Drawings replaced in their entirety with revisions identified by clouding changes and adding a "Revision Delta" near the cloud. The Revision ledger will indicate the date of the revision.

1.02 CHANGES TO DOCUMENTS

Modifications to KA Special Requirements

- 1. 00 0110 – Table of Contents: Document is revised to incorporate current issue date changes made by this Addenda and reissued with this addendum.
- 2. Work Scope 07-B K13 Spray Applied Ceiling Insulation
 - a. Reissued as part of this addendum.

Specifications

- 3. 09 8129 Sprayed Acoustical Insulation Specifications (From 2010 Archive Scan)
 - a. Included as part of this addendum.

Modifications to Project Drawings

- 4. Sheet A1.30 Area A and B Ceiling Plan K13 (From 2010 Archive Scan)

-- End of Addendum --

Section 00 0105 - Table of Contents for Bidding and General Requirements

Introductory Information

00 0105 Table of Contents - Bidding and General Requirements Issued: 05-01-26

Procurement Requirements

00 1110 Invitation to Bid (also issued via Building Connected) Issued: 05-01-26

00 2100 Instructions to Bidders – Building Connected Issued: 05-01-26

Bid Forms and Supplements

00 4100 Bid Form Online Bidding Instructions (Building Connected) Issued: 05-01-26

00 4101 MN Responsible Contractor Affidavit Form

Contract Forms and Supplements

00 5110 List of Contract Forms Issued: 05-01-26

00 5110 KA PCO Request Form Issued: 05-01-26

Conditions of the Contract

00 7200 General Conditions Issued: 05-01-26

00 7201 Standard Form of Agreement between Owner and Contractor - AIA A132-2019 Issued: 05-01-26

00 7201 General Conditions of the Contract for Construction - AIA A232-2019 Issued: 05-01-26

Division 1 - General Requirements

01 1100 Project Summary Issued: 05-01-26

01 1200 List of Work Scopes Issued: 05-01-26

01 1210 General Requirements for All Prime Contracts Issued: 05-01-26

01 2100 Allowances Issued: 05-01-26

01 2200 Unit Prices Issued: 05-01-26

01 2900 Payment Procedures Issued: 05-01-26

01 3100 Project Management and Coordination Procedures Issued: 05-01-26

01 3210 Project Schedule Requirements Issued: 05-01-26

01 3252 Project Safety Requirements Issued: 05-01-26

01 3253.10 Site Specific Safety Plan - CMa Master July 2020 Issued: 05-01-26

01 3300 Submittal Procedures Issued: 05-01-26

01 4400 Quality Assurance Procedures Issued: 05-01-26

01 5000 Temporary Facilities and Controls Issued: 05-01-26

01 6000 Product Requirements Issued: 05-01-26

01 6200 Product Options Issued: 05-01-26

01 7700 Project Closeout Procedures Issued: 05-01-26

Work Scopes for Division 1 - General Requirements

02 1220-01-J Construction Final Cleaning Package Issued: 05-01-26

Work Scopes for Division 7 - Thermal and Moisture Protection

02 1220-07-B K13 Spray Applied Ceiling Insulation Revised: 05-13-26

-- End --

Work Scope 07-B – K13 Spray Applied Ceiling Insulation

1.01 BUILDING INSULATION

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.

1. Specific Specifications Sections that are the responsibility of the Work Scope:

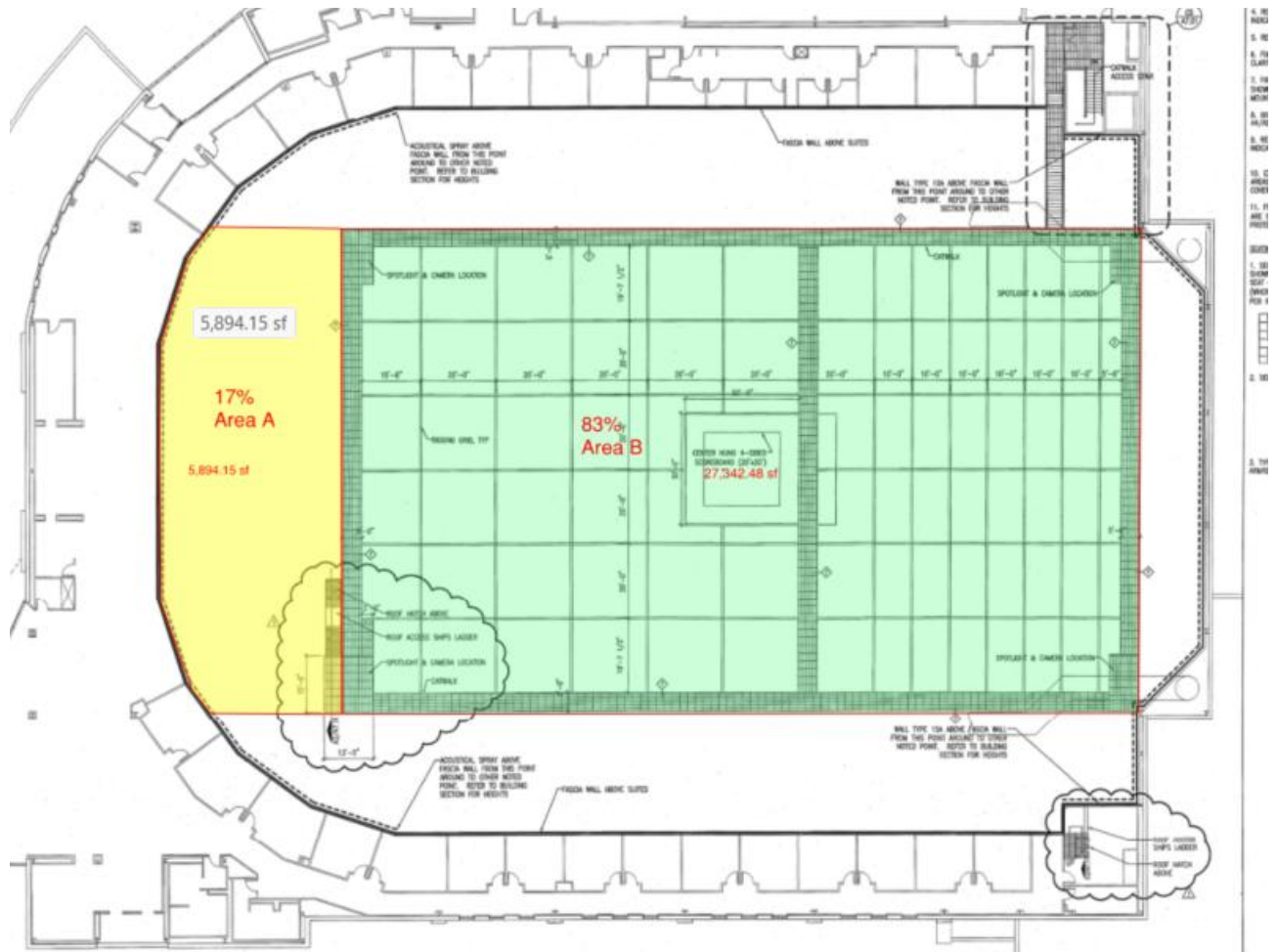
00 0000	Agreement and Conditions for the Contract for Construction	As it applies
01 0000	Division 1 - General Requirements	As it applies

07 2100	K13 Spray Applied Ceiling Insulation Repair	Complete
09 8129	K13 Sprayed Acoustical Insulation	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. **General Requirements for All Work Scope Categories:** Refer to Section 01 1210 for additional requirements affecting this Work Scope.
- B. **Schedule Requirements:** Provide sufficient staffing, equipment, and work the necessary hours to work within the durations identified for this Work Scope to comply with the Project Schedule. Contractor's Base Bid proposal shall include all necessary regular and overtime hours to comply with the Project Schedule.
1. Mandatory Pre-Bid conference/site walk May 5, 2026 at 2 PM (cst).
 2. The Project Schedule outlines the intended project sequence only and may not include all necessary tasks.
 3. Work to Begin on June 15th, 2026, and be completed no later than August 14th, 2026
- C. **Complete Assembly:** Provide fasteners, sealant, trim, and miscellaneous components for a complete installation.
1. This Work Scope recognizes the contract documents do not reflect every detail necessary to provide a complete working system, and therefore has included additional materials and related labor to provide a complete assembly as per the intent of the documents.
- D. **K13 Spray Applied Ceiling Insulation:**
1. Inspect the entire 17% area A for insulation that is not adhered, provide a reflected ceiling plan showing areas that are not adhered.
 2. Restore K13 Insulation to match existing thickness, texture, and color across the 35% 17% Area A of the existing ceiling see image below.
 3. Vacuum/Clean excess insulation build up on structural beams at the 17% area, along with any material that has fallen due to inspection or rework.
 4. Perform full ceiling inspection to identify additional deficiencies within the remaining 83% Area B and provide a documented ceiling plan showing areas that are deficient or not adhered
 5. Restore Insulation to match existing thickness, texture, and color at deficient areas within the 83% Area B using time and material as cost tracking. (With approval from Kraus-Anderson)
 6. Clean any material that has fallen due to inspection or rework at Area B 83%.

Work Scope 07-B – K13 Spray Applied Ceiling Insulation



E. Construction Cleaning:

1. Vacuum/Clean excess insulation build up on structural beams at the 17% Area A
2. Clean any material that has fallen due to inspection or rework at Area B 83%.
3. It is the responsibility of this work scope to clean all K13 insulation material that falls into the arena area, catwalks, bar joists or any other areas that may collect debris.
4. It is the responsibility of this work scope to isolate and contain their work areas to avoid excess cleaning.

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. **Field Engineering:** Kraus-Anderson will provide benchmarks and control line in accordance with requirements specified in Section 01 1210 - General Requirements for All Work Scopes.
 1. This Work Scope is responsible for all remaining layout for their Work.
- B. **Acceptance of Substrates and Existing Conditions:** Starting work constitutes acceptances of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- C. **Special Coordination at Exterior Envelope (Vapor Barriers / Thermal Enclosure) (if applicable):** Construction exterior enclosure to ensure continuous thermal insulation and vapor barrier as indicated or required (walls, soffits, parapets, and insulated canopies).
 1. Special coordination and detailing will be required at, but not limited to the following conditions:
 - a. Penetrations within the exterior wall for exterior signage and lighting.
 - b. Penetrations within the exterior wall for exterior maintenance tie-backs.
- D. **Penetrations:** Special care and detailing is required around penetrations to ensure vapor barrier and insulation is sealed tight around openings and penetrations.

1.04 ALLOWANCES, UNIT PRICES, COST BREAKDOWNS, AND ALTERNATES

- A. **Allowance:** Refer to Section 01 2100 for complete listing and description of Allowances.

Work Scope 07-B – K13 Spray Applied Ceiling Insulation

1. **Unforeseen Scope Allowance:** Include **\$50,000.00** for labor/material allowance to be assigned by Kraus-Anderson for unforeseen conditions or non-defined Work Scope items.
 - a. OH&P for this allowance shall be included in the base bid and not be part of this allowance amount.
 - b. Signed field work orders are required for all allowance work.
 - c. Any unused allowance at the end of the project will be credited back to the Owner in the form of a deduct change order.
- B. **Unit Prices and Cost Breakdowns:** Refer to *Section 01 2200* for complete listing and description of Unit Prices, Labor Rates, and Cost Breakdowns.
 1. ~~Provide a SF unit price for repairing K13 Spray Applied Insulation that exceeds the 35% SF repair. Provide unit prices for labor and material rates.~~

1.05 SUBMITTAL REQUIREMENTS

- A. **Required Submittals:** Coordinate, prepare, and submit a complete, coordinated submittal package indicating how they will conform to the requirements expressed in the Contract Documents, in compliance with the Project Schedule and requirements of the Agreement.
 1. Comply with requirements outlined in Part 1 of each specification section, plus requirement of Division 1 Submittals.

1.06 MATERIAL HANDLING AND STORAGE

- A. **Delivery and Receiving of Materials:** Refer to Section 00 2410 for additional requirements.
- B. **Delivery and Receiving of Materials:** Refer to Section 01 1210 for additional requirements.
 1. Special Components for Installation: For items to be installed by this Work Scope, but furnished by others, this Work scope is responsible to receive, unload, sort, and distribute materials to individual work areas.
- C. **Hoisting:** Refer to Section 01 1210 and Agreement for additional requirements regarding hoisting.
- D. **Man Lifts:** All work will be done from the catwalks or man lifts working from the arena floor.
 1. KA will not be providing scaffolding for this work.
 2. ~~It is the responsibility of this work scope to include but not limited to the; following man lifts, scaffolding, hoisting, etc~~

-- End --

SECTION 098129 - SPRAYED ACOUSTICAL INSULATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes spray applied acoustical insulation installation.

1.02 PERFORMANCE REQUIREMENTS

- A. Minimum light reflectivity: 73+
- B. NRC values per ASTM C-423 conducted by a NVLAP certified testing laboratory: 0.80 at 0.75 inches thick.
- C. Flame Spread Index: 5 per ASTM E-84/UL 723
- D. Smoke Developed: 5 per ASTM E-84/UL 723
- E. Bond Strength: Minimum 900 psf per ASTM E-736
- F. Compressive Strength: Minimum 600 psf per ASTM E-761

1.03 SUBMITTALS

- A. Product Data. Furnish manufacturer's MSDS, printed material specifications, application instructions and product brochures for sprayed insulation indicating compliance with performance requirements.
- B. Certificate. Upon completion of work, applicator shall furnish a certificate stating that material has been installed as specified to meet sound rating, fire resistance ratings, thickness requirements, and applied according to manufacturer's application instructions.
- C. Qualification Data: For Installer.

1.04 QUALITY ASSURANCE

- A. Applicator shall be licensed by the manufacturer of the materials approved for use, and shall use materials and application equipment approved by this manufacturer.
- B. Applicator must be trained in the field by a designated representative of the manufacturer.
- C. Manufacturer must subscribe to independent laboratory follow-up inspection services of Underwriters Laboratories. Each bag shall be labeled accordingly

- D. Mock-up: Apply a 100 square foot representative sample to be reviewed by the Architects and/or Owner prior to proceeding.

1.05 PRODUCT DELIVERY AND STORAGE

- A. Protect liquid adhesive from freezing.
- B. Store insulation under cover and protect from wetting.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Basis of Design: Sprayed acoustical insulation shall be SonaSpray “fc” Dura-K spray-on cellulose fiber as manufactured by International Cellulose Corporation, or approved equivalent by one of the following:
 - 1.
 - 2.

2.02 MATERIALS

- A. All sprayed cellulose fiber and adhesive shall conform to the applicable requirements of the local building code and have the approval of the pertinent municipal building authorities for the required fire, thermal and acoustical rating.
- B. Color. Black typical, except where noted Beige.
- C. Average Thickness Required. 0.75-inch.

2.03 EQUIPMENT

- A. Specially designed blowing machine and nozzle approved by manufacturer of sprayed insulation material must be used during application of insulation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine surfaces and report unsatisfactory conditions in writing. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify surfaces to receive spray insulation to determine if priming/sealing is required to ensure bonding and/or to prevent discoloration caused by migratory stains.

3.02 PREPARATION

- A. Clean substrate of dirt, rust, grease, oil, loose material, frost or other matter which would affect bond of sprayed insulation.
- B. Clean surfaces to receive sprayed insulation to remove incompatible materials which would affect bond by scraping, brushing or washing the materials.
- C. Assure that rough plumbing, and electrical conduit and boxes, and other items required to penetrate the sprayed insulation are installed before applying insulation.
- D. Verify that ducts, piping, equipment or other items which would interfere with application of insulation are not positioned until sprayed insulation work is completed and cured.
- E. For application to steel decking, verify concrete work above is completed.
- F. Provide masking, drop cloths or other satisfactory coverings for materials/surfaces that are not to receive insulation to prevent damage from over-spray.

3.03 APPLICATION

- A. Apply sprayed insulation in accordance with manufacturer's printed recommendations.
 - 1. Prime surfaces as required by manufacturer's instructions or as determined by examination.
 - 2. Apply sprayed acoustical insulation in thickness required to achieve NRC value specified.
- B. Appearance and Texture. A normal application resulting in a carpet-like texture.
- C. Verify that the applied average thicknesses meet specifications and drawing requirements. Rejected work shall be corrected to the satisfaction of the Designer.
- D. Temperature. Do not apply sprayed insulating material when temperature of substrate materials is below 40 F.
- E. Ventilation. Assure ventilation across the surface of the sprayed insulation during and after application to accelerate drying. Fresh warm air must be continuously introduced while exhausting air to the outside for proper curing.

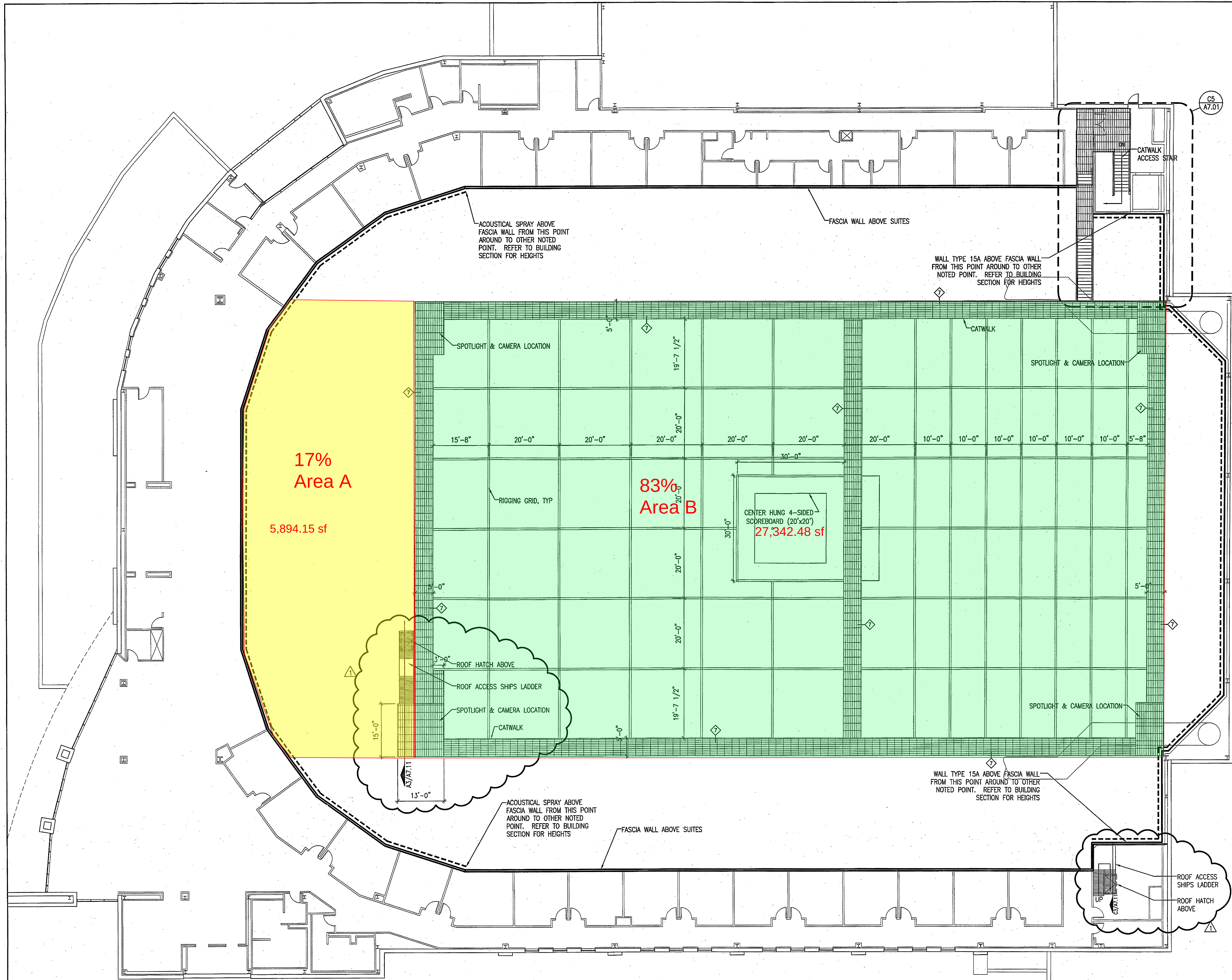
3.04 PROTECTION.

- A. Protect adjacent surfaces and equipment with drop cloths to prevent damage from overspray during application.
- B. Prior to complete curing of insulating material, no activity shall be allowed on any deck surface whose undersides have been treated with sprayed-on insulation.

3.05 CLEANUP

- A. Upon completion of application, remove from floors and adjacent areas any overspray and all debris and waste, and leave work area in a broom clean condition. Clean up and properly dispose of drop cloths, empty paper bags and adhesive barrels.

END OF SECTION



- GENERAL NOTES:
1. REFER TO SHEET A5.41 & A5.42 FOR PARTITION TYPES INDICATED BY ##
 2. REFER TO A2.11 FOR DOOR SCHEDULES
 3. REFER TO A5.01 FOR ACCESSORY EQUIPMENT SCHEDULES
 4. REFER TO A2.10 FOR WINDOW TYPES INDICATED BY ◇
 5. REFER TO A2.10 FOR DOOR TYPES
 6. FIXED SEATING NOT SHOWN FOR CLARITY
 7. FIRE EXTINGUISHER LOCATIONS ARE SHOWN BY (FE#); RE: B5/A5.01 FOR MOUNTING HEIGHTS
 8. BOLLARD DETAIL LOCATED AT A3 & A4/A5.1.0
 9. REFER TO A9.22 FOR RAIL TYPES INDICATED BY ◇
 10. EXPANSION JOINTS IN FINISHED AREAS EXPOSED TO VIEW SHALL HAVE COVERS OR FILLERS ON ALL SURFACES
 11. FIRE HOSE VALVE CABINET LOCATIONS ARE SHOWN BY (FH#); REFER TO FIRE PROTECTION DRAWINGS

SEATING NOTES:

1. SEAT COUNTS ARE APPROXIMATE AND SHOWN FOR BIDDING PURPOSES ONLY. SEAT COUNTS ARE SHOWN AS FOLLOWS (WHERE n IS THE NUMBER OF SEATS PER ROW):

Rn	RISER MTD CHAIRS
Fn	FLOOR MTD CHAIRS
Cn	RISER MTD CLUB CHAIRS
In	TELESCOPIC MTD CHAIRS
Bn	BLEACHER SEATING
Hn	WHEELCHAIR W/ COMPANION

2. SEATING CAPACITY (HOCKEY SETUP):

TELESCOPIC	1,157
BLEACHERS	478
FIXED AT BOWL	2,556
CLUB	240
SUITES	400
HC W/ COMPANION	82
TOTAL	4,913

3. TYP SEATING WIDTH TO BE CENTER OF ARMREST TO CENTER OF ARMREST:

18" WIDE BLEACHER SEATING
20" WIDE TYPICAL SEATING
21" WIDE CLUB & SUITES

BEMIDJI REGIONAL EVENT CENTER
BEMIDJI, MINNESOTA

CITY OF BEMIDJI
317 4TH ST. NW
BEMIDJI, MN 56601

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www.rra.com

KEY PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1	PR#1	4/17/09

FILE LOG

ACTIVITY	BY
Manager	CSP
Design	
Draw	
Check	

STAMP
I hereby certify that this plan, specification, report, was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
Print Name: William E. Merrill
Signature:
Date: 01/16/2009 License# 46945

CONSTRUCTION DOCUMENTS

PLAN NORTH

Job No. 110-10121-000
January 16, 2009

OVERALL LEVEL 3
CATWALK PLAN

A1.30

LEVEL 3
OVERALL CATWALK PLAN
SCALE: 3/32" = 1'-0"

CITY COUNCIL AGENDA ITEM



Meeting Date: June 15, 2026
Action Requested: Approve Advance Tile and Terrazzo Co Inc. Contract for Repairs to Terrazzo in the Sanford Center (\$52,850)
Prepared By: Rich Spiczka, City Manager

Background:

The infiltration of water from the June 21st storm created some adhesion issues and cracking with some areas of the terrazzo at the Sanford Center. The contract includes removal of damaged terrazzo and replacement, as well as adhesion correction.

This has been approved by the League of MN Cities Insurance Trust and the total cost of \$52,850 will be covered by the city's insurance policy.

Recommendation:

Approval of contract with Advance Tile and Terrazzo Co Inc for \$52,850 to remove and repair terrazzo in the Sanford Center.

**Standard Form of Agreement Between Owner and Contractor, Construction Manager
as Adviser Edition**

AGREEMENT made as of the 13 day of April in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, email address and other information)

City of Bemidji
317 4th Street NW
Bemidji, MN

and the Contractor:
(Name, legal status, address, email address and other information)

Advance Terrazzo & Tile, Co., Inc.
PO Box 48537
Minneapolis, MN 55448

for the following Project:
(Name, location, and detailed description)

Sanford Center Repairs-Phase/BP 4 K-13 Spray Applied Ceiling Insulation and Terrazo
1111 Event Center Dr NE
Bemidji, MN 56601

The Construction Manager:
(Name, legal status, address, email address and other information)

Kraus-Anderson Construction Company
206 Beltrami Avenue NW
Bemidji, MN 56601
sean.lewis@krausanderson.com

The Architect:
(Name, legal status, address, email address and other information)

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others, including but not limited to the Work Scopes listed below.

1. Complete, Work Scope 09-G Terrazzo, as required per plans, specifications, and addenda enumerated herein including the following scope:
- a. Select areas at 575 sqft.

b. including the demo and removal of debris,

c. moisture mitigation,

d. and replacement of the terrazzo that has lost bond to match existing.

e. All temporary protection of finishes and all cleaning of affected areas.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- [X]

The date of this Agreement.
- []

A date set forth in a notice to proceed issued by the Owner.
- []

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

September 25, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: September 25, 2026

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
N/A	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☒ Stipulated Sum, in accordance with Section 4.2 below
- ☐ Cost of the Work plus the Contractor’s Fee, in accordance with Section 4.3 below
- ☐ Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Fifty-Two-Thousand eight-hundred fifty Dollars and No Cents (\$ 52,850.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
§ 4.2.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)		

Item	Price
N/A	

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

NA

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 23rd day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Sean Lewis, Senior Project Manager
Kraus Anderson Construction Company
206 Beltrami Ave
Bemidji, MN 56601
Sean.Lewis@krausanderson.com
218-766-5779

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- [X] Arbitration pursuant to Article 15 of AIA Document A232–2019.
- [] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Rich Spiczka, City Manager
City of Bemidji
317 4th Street NW
Bemidji, MN 56601
218-759-3565
richard.spiczka@ci.bemidji.mn.us

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

John Fanucci
Advance Terrazzo & Tile Co., Inc.
PO Box 48537
Minneapolis, MN 55448
763-780-5590
John@advtrz.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

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User Notes:

7

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Reserved.
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Reserved.

.5 Drawings

Number	Title	Date
As-Built Drawings for Reference		

.6 Specifications

Section	Title	Date	Pages
As-Built Specification as Reference			

.7 Addenda, if any:

Number	Date	Pages
N/A	N/A	N/A

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
KA Special Requirements	2520020 Sanford Center KA Special Requirements	August 22, 2025	232

(Paragraphs deleted)

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

DocuSketch 360 photos by Servpro provided electronically through the Building Connected bid invitation.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)
CITY OF BEMIDJI
Rich Spiczka, City Manager

(Printed name and title)

CONTRACTOR (Signature)
ADVANCE TERRAZZO & TILE CO., INC.

(Printed name and title)



Advance Terrazzo & Tile Co., Inc.

P.O. BOX 48537 MINNEAPOLIS, MINNESOTA 55448 TEL. (763) 780-5590
FAX (763) 780-9869



PROPOSAL

OUR PROPOSAL NO. _____ DATE 4/13/2026

TO: Kraus Anderson Construction TIME 10:30 AM PM

ATTN: Sean Lewis

PROJECT: Sanford Center Terrazzo Repairs

LOCATION: Bemidji, MN

SECTION: 3/8" Epoxy Terrazzo

ADDENDAS: _____

BASE BID.....	\$	<u>52,850⁰⁰</u>
ALTERNATE NO. _____	ADD.....	\$ _____
	DEDUCT.	\$ _____
ALTERNATE NO. _____	ADD.....	\$ _____
	DEDUCT.	\$ _____
ALTERNATE NO. _____	ADD.....	\$ _____
	DEDUCT.	\$ _____

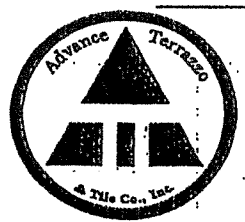
LABOR & MATERIALS AS SPECIFIED X YES _____ NO

MINN. STATE SALES TAX INCLUDED X YES _____ NO

EXCLUSIONS Dumpster/Disposal Area by others.

REMARKS Power will need to be supplied e 208V Single Phase with a
50 AMP Breaker. Advance to supply pigtail/whip only!
Thank you!

Sean Lewis
ESTIMATOR



CITY COUNCIL AGENDA ITEM



Meeting Date: June 15, 2026

Action Requested: Approve Change Order for Dick's Plumbing and Heating for Roof Drains-Rain Leaders Testing (\$39,458.05)

Prepared By: Rich Spiczka, City Manager

Background:

This testing to assure roof drains are working properly at the Sanford Center after all of the restoration work has been completed on the Sanford Center roofs and exteriors.

This has been approved by the League of MN Cities Insurance Trust and will be covered under the city's insurance policy.

Recommendation:

Approve Change Order for Dick's Plumbing and Heating for Roof Drains-Rain Leaders Testing (\$39,458.05).



KRAUS-ANDERSON®
Construction Company

206 Beltrami Avenue
Bemidji MN 56601

Contract Change Order

Project: 2520022-02 Sanford Center Repairs
1111 Event Center Drive
Bemidji, MN 56601

Contract #: 2520022-WS 22-A
Contract Change Order #: 1
Change Order Date: 4/27/26

To Contractor : Dick's Plumbing & Heating of Bemidji, Inc.
427 Mag Seven Court SW, Suite 104
Bemidji, MN 56601

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO	Item	Description	Amount
13	1	Roof Drain-Rain Leaders, Testing to see if needs repairing	\$39,458.05

Total	\$39,458.05
--------------	--------------------

The original Contract Sum was	\$34,995.00
The net change by previously authorized Change Orders was	\$0.00
The Contract Sum prior to this Change Order was	\$34,995.00
The Contract Sum will be increased by this Change Order	\$39,458.05
The new Contract Sum will be	\$74,453.05

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR

Kraus-Anderson Construction Company

CONSTRUCTION MANAGER (Firm name)

206 Beltrami Avenue
Bemidji MN 56601

ADDRESS

BY (Signature)

Sean Lewis

(Typed name)

DATE:

Dick's Plumbing & Heating of Bemidji, Inc.

CONTRACTOR (Firm name)

427 Mag Seven Court SW, Suite 104
Bemidji, MN 56601

ADDRESS

BY (Signature)

(Typed name)

DATE:

N/A

ARCHITECT (Firm name)

N/A

ADDRESS

N/A

BY (Signature)

N/A

(Typed name)

DATE:

City Of Bemidji

OWNER (Firm name)

317 4Th Street Nw
Bemidji, MN 56601

ADDRESS

BY (Signature)

Richard Spiczka

(Typed name)

DATE:



427 Mag Seven Court - Bemidji, MN 56601

Phone: 218-751-4964

Web: <http://www.dicksplumbingandheating.com>

Fax: 218-751-4215

Change Order: Restraint and Testing of Roof Drains

Project: Sanford Event Center

Date: 4/20/2026

Address: 1111 Event Center Dr. NE Bemidji, MN 56601 **By:** Kyle Sanders

1- Restraint & Testing of Roof Drains N

Labor:	\$ 7,560.00
Material:	\$ 5,250.00
Admin Fee:	\$ Waived
Insulation Sub:	\$ 2,375.00
Total:	\$15,185.00

1- Restraint & Testing of Roof Drains S

Labor:	\$ 6,020.00
Material:	\$ 5,250.00
Admin Fee:	\$ Waived
Insulation Sub:	\$ 2,375.00
Total:	\$13,645.00

Lift Rental- \$10,628.05

Combined Total: **\$39,458.05**

Authorized By:

Kyle Sanders
Dick's Plumbing & Heating of Bemidji, Inc.

Authorized By:

CITY COUNCIL AGENDA ITEM



Meeting Date: June 15, 2026

Action Requested: Approve contract with Property Solutions Duluth LLC for final cleanup in the amount of \$25,869.

Prepared By: Rich Spiczka, City Manager

Background:

This contract is for a final cleaning of the Sanford Center. The amount of water intrusion and restoration work has left many surfaces needing to be cleaned. There are various areas throughout the Center that have debris on ductwork, debris on elevated flat surfaces, etc. This contract will address those areas that are far outside the normal day to day cleaning scope of the center.

This has been approved by the League of MN Cities Insurance Trust and the cost is covered by the city's insurance policy.

Recommendation:

Approve contract with Property Solutions Duluth LLC for final cleanup in the amount of \$25,869.



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 3rd day of September in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, email address and other information)

City of Bemidji
317 4th Street NW
Bemidji, MN

and the Contractor:
(Name, legal status, address, email address and other information)

Property Solutions Duluth LLC
2411 Swan Lake Pl
Duluth, MN 55811
propertysolutionsduluth@yahoo.com

for the following Project:
(Name, location, and detailed description)

Sanford Center Storm Damage Restoration
1111 Event Center Dr NE
Bemidji, MN 56601

The Construction Manager:
(Name, legal status, address, email address and other information)

Kraus-Anderson Construction Company
206 Beltrami Avenue NW
Bemidji, MN 56601
sean.lewis@krausanderson.com

The Architect:
(Name, legal status, address, email address and other information)

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1428899397)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others, including but not limited to the Work Scopes listed below.

- 1. Complete, Work Scope 01-J Final Cleaning, as required per the Contract Documents enumerated herein.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☒ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

October 3, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: October 3, 2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
N/A	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- ☒ Stipulated Sum, in accordance with Section 4.2 below
- ☐ Cost of the Work plus the Contractor’s Fee, in accordance with Section 4.3 below
- ☐ Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Twenty-Five-Thousand-Eight-Hundred-Sixty-Nine Dollars (\$ 25,869.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.3 NOT USED

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.4 NOT USED

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

NA

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 23rd day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, such Application for Payment will be processed with the next month's Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 NOT USED

(Paragraphs deleted)

§ 5.1.6 NOT USED

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Init.

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User Notes:

(1428899397)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

As set forth in the AIA A232-2019 General Conditions.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.2.2 NOT USED

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Sean Lewis, Senior Project Manager
Kraus Anderson Construction Company
206 Beltrami Ave
Bemidji, MN 56601
Sean.lewis@krausanderson.com
218-766-5779

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 NOT USED

(Paragraphs deleted)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Rich Spiczka, City Manager
City of Bemidji
317 4th Street NW
Bemidji, MN 56601
218-759-3565
richard.spiczka@ci.bemidji.mn.us

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Kevin Pietrusa
Property Solutions Duluth LLC
2411 Swan Lake Pl
Duluth, MN 55811
propertysolutionsduluth@yahoo.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019, as modified, and elsewhere in the Contract Documents.

Init.

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User Notes:

(1428899397)

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019, as modified , and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

To the email address of the Owner, Contractor, Construction Manager and Architect set forth in this Agreement.

§ 8.7 NOT USED

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Reserved.
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Reserved.

.5 Drawings

Number	Title	Date
As-Built Drawings for Reference		

.6 Specifications

Section	Title	Date	Pages
As-Built Specification as Reference			

.7 Addenda, if any:

Number	Date	Pages
1	August 22, 2025	25

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

[X] Supplementary and other Conditions of the Contract:

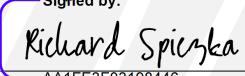
Document	Title	Date	Pages
KA Special Requirements	2520020 Sanford Center KA Special Requirements	August 22, 2025	232

(Paragraphs deleted)

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

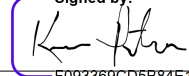
DocuSketch 360 photos by Servpro provided electronically through the Building Connected bid invitation.

This Agreement is entered into as of the day and year first written above.

Signed by:


OWNER (Signature)
Rich Spiczka, City Manager

(Printed name and title)

Signed by:


CONTRACTOR (Signature)
Kevin Pietrusa PRINCIPAL

(Printed name and title)

COUNCIL AGENDA ITEM



Meeting Date: June 15th, 2026

Action Requested: Authorize Professional Services Agreement for WWTP Digester Sludge Pump Replacement Project – City Project 26-06

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

Background:

In 2025, WWTF staff started a multi-year project of replacing pumps from the original 1985 facility construction. The pumps included in this project were selected due to the high cost of a complete rebuild or excess wear of non-replaceable components. The Digester Sludge Pumps (DSPs) meet the criteria for replacement.

There are no currently manufactured models that are a 'drop-in ready' replacement for these pumps. Due to the complexity of process pipe and electrical modifications an engineering consultant is required to prepare design drawings to ensure proper pump sizing and installation.

AE2S has been assisting staff with new pump manufacturer selection, and we'd like to enlist their assistance to complete the design documents and obtain quotes for the project planned for late 2026-early 2027.

Recommendation:

Staff recommend the Council to authorize the mayor and city manager to enter into a professional services agreement with AE2S in an amount not to exceed \$20,000 for the design & bidding of the WWTP Digester Sludge Pump Replacement Project – City Project 26-06.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 3, 2026 (“Effective Date”) between City of Bemidji (“Owner”) and Advanced Engineering and Environmental Services, LLC (“Engineer”). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Wastewater Treatment Facility Digested Sludge Transfer Pump Upgrade (“Project”). Engineer's services under this Agreement (“Services”) are generally identified as:

1. Conduct a site visit to evaluate existing pump gallery. Data from site visit will be used to build drawings for quote package.
2. Model and evaluate existing hydraulics to confirm pump selection.
3. Assist the Owner in procuring new digested sludge transfer pumps. Pump Manufacturer was selected in the Digested Sludge Transfer Pump Assessment Technical Memorandum previously supplied to the Owner.
4. Develop an Opinion of Probable Construction Cost (OPCC).
5. Prepare a request for bids. Owner to issue request for bids and solicit Contractors.
6. Review quote packages.
7. Design and Bidding Phase Services only.
 - Scope does not include construction and post-construction phase services.

Owner and Engineer further agree as follows:

1.01 *Services of Engineer*

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 *Owner's Responsibilities*

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise

becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 *Schedule for Rendering Services*

- A. Engineer shall complete its Services within the following specific time period: N/A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 *Invoices and Payments*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. *Obligation to Pay:* Owner's obligation to pay for Engineer's services under this Agreement is not contingent on Owner's ability to obtain financing, third-party payments, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which Engineer is not involved, Owner's successful completion of a project, or any other event. No retainage will be withheld. Engineer's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on Engineer's compensation under this Agreement. Owner shall reimburse Engineer for the cost of such sales or use taxes. Engineer's invoices shall state all such applicable sales or use taxes, if any.
- C. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion. All payments under this Agreement shall be in United States Dollars.
- D. *Failure to Pay:* If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of .66% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving seven days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2. Payments will be credited first to interest and then to principal.
- E. *Reimbursable Expenses:* Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subconsultant charges, all equal to the rates stated in Appendix 1.
- F. *Basis of Payment*
 - 1. *Lump Sum:* Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$20,000.
 - b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- G. *Additional Services*: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- B. *Termination for Convenience*: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

- C. *Payments Upon Termination*: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or sub-consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.
- C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute, after which, if such negotiations are unsuccessful, the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the State of Minnesota, without regard to its conflicts of laws principles.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 *Definitions*

- A. Contractor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Successors, Assigns, and Beneficiaries*

A. *Successors and Assigns*

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the

successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. *Beneficiaries*: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 *Total Agreement*

- A. This Agreement, including any expressly incorporated attachments, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- B. Attachments expressly incorporated into this Agreement:
 1. Appendix 1, Engineer's Standard Hourly Rates and Reimbursable Expenses

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

City of Bemidji

By:

Date:

Name:

Title:

Address for giving notices:

City of Bemidji

412 Irving Access Loop SW
Bemidji, MN 56601

Designated Representative:

Name: Marty Katzenmeyer

Title: WWTF Superintendent

Address:

412 Irving Access Loop SW
Bemidji, MN 56601

Phone: 218-333-1866

Email: marty.katzenmeyer@ci.bemidji.mn.us

ENGINEER:

Advanced Engineering and Environmental Services, LLC

By: 

Date: Jun 9, 2026

Name: Steve Seibert

Title: Operations Manager

Address for giving notices:

Advanced Engineering and
Environmental Services, LLC
4050 Garden View Drive, Suite 200
Grand Forks, ND 58201

Designated Representative

Name: Jayme Klecker

Title: Practice Leader

Address:

Water Tower Place Business Center
6901 East Fish Lake Road, Suite 184
Maple Grove, MN 55369

Phone: (218) 821-3239

Email: Jayme.Klecker@AE2S.com

This is **Appendix 1, Engineer's Standard Hourly Rates and Reimbursable Expenses**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 3, 2026.

Engineer's Standard Hourly Rates and Reimbursable Expenses

Labor Rates*

Administrative 1	\$73.00	IT 1	\$145.00
Administrative 2	\$88.00	IT 2	\$196.00
Administrative 3	\$103.00	IT 3	\$241.00
Communications Specialist 1	\$117.00	Land Surveyor Assistant	\$107.00
Communications Specialist 2	\$137.00	Land Surveyor 1	\$129.00
Communications Specialist 3	\$158.00	Land Surveyor 2	\$156.00
Communications Specialist 4	\$190.00	Land Surveyor 3	\$175.00
Communications Specialist 5	\$210.00	Land Surveyor 4	\$193.00
		Land Surveyor 5	\$213.00
Construction Services 1	\$140.00	Operations Specialist 1	\$112.00
Construction Services 2	\$171.00	Operations Specialist 2	\$140.00
Construction Services 3	\$190.00	Operations Specialist 3	\$173.00
Construction Services 4	\$211.00	Operations Specialist 4	\$198.00
Construction Services 5	\$232.00	Operations Specialist 5	\$222.00
Engineering Assistant 1	\$94.00	Project Coordinator 1	\$130.00
Engineering Assistant 2	\$111.00	Project Coordinator 2	\$145.00
Engineering Assistant 3	\$140.00	Project Coordinator 3	\$162.00
Engineer 1	\$152.00	Project Coordinator 4	\$178.00
Engineer 2	\$182.00	Project Coordinator 5	\$201.00
Engineer 3	\$213.00		
Engineer 4	\$246.00	Project Manager 1	\$229.00
Engineer 5	\$264.00	Project Manager 2	\$251.00
Engineer 6	\$279.00	Project Manager 3	\$269.00
		Project Manager 4	\$284.00
Engineering Technician 1	\$93.00	Project Manager 5	\$303.00
Engineering Technician 2	\$117.00	Project Manager 6	\$317.00
Engineering Technician 3	\$141.00		
Engineering Technician 4	\$158.00	Sr. Designer 1	\$199.00
Engineering Technician 5	\$181.00	Sr. Designer 2	\$221.00
		Sr. Designer 3	\$238.00
Financial Analyst 1	\$126.00		
Financial Analyst 2	\$142.00	Sr. Financial Analyst 1	\$236.00
Financial Analyst 3	\$171.00	Sr. Financial Analyst 2	\$257.00
Financial Analyst 4	\$187.00	Sr. Financial Analyst 3	\$279.00
Financial Analyst 5	\$209.00		
GIS Specialist 1	\$117.00	Technical Expert 1	\$361.00
GIS Specialist 2	\$142.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$168.00		
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00		
I&C Assistant 1	\$112.00		
I&C Assistant 2	\$139.00		
I&C 1	\$166.00		
I&C 2	\$196.00		
I&C 3	\$221.00		
I&C 4	\$234.00		
I&C 5	\$246.00		

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

CITY OF BEMIDJI

ORDINANCE NO. ___, 3RD SERIES

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE BEMIDJI CITY CODE ENTITLED HERITAGE PRESERVATION COMMISSION

THE CITY OF BEMIDJI DOES ORDAIN (new material is underlined in red; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as to their number and title):

SECTION 1. Chapter 2, Article V, Division 2, section 2-246 “Created and purpose” of the Bemidji City Code is hereby amended as follows:

Pursuant to Minn. Stat. § 471.193, there is hereby created the heritage preservation commission as an advisory body to the council for the purpose of preserving, protecting, and perpetuating, where feasible, within the corporate city limits, buildings, sites, lands, areas or districts which are determined by the commission to possess particular cultural, architectural, archaeological or educational value to the community as a whole. The purpose of this chapter is to:

- (1) Safeguard the city’s heritage by preserving sites and structures which reflect elements of the city’s cultural, social, economic, political, visual or architectural history;
- (2) Protect and enhance the city’s appeal to residents, visitors and tourists, and serve to support and stimulate business and industry;
- (3) Foster civic pride in the beauty and notable accomplishments of the past; and
- (4) Promote the preservation and continued use of historic sites and structures for the education and general welfare of the people of the city.

SECTION 2. Chapter 2, Article V, Division 2, section 2-247 “Organization; composition” of the Bemidji City Code is hereby amended as follows:

- (a) The heritage preservation commission shall consist of seven members with demonstrated interest and expertise in historic preservation, each being a resident of the city and holding no official position with the city. It is desirable but not required that a member be Native American. At least one member shall also be a member of the Beltrami County Historical Society. If available in the community and willing to serve, at least two (2) members of the commission shall be preservation-related professionals, including the professions of history, architecture, architecture history, archaeology, planning, real estate, design, building trades, landscape architecture, or law.
- (b) Commission members shall be appointed by the city council. The term of office shall be three years with the terms being staggered. A member may serve a maximum of three consecutive terms. The mayor shall be considered an ex officio member of the commission.
- (c) At least one member of the commission must attend a Minnesota State Historic Preservation Office sponsored training each year. If attendance at a statewide workshop or conference is not possible, the commission shall consult the Minnesota State Historic Preservation Office for alternate means of meeting this training requirement.

Section 3. Chapter 2, Article V, Division 2, section 2-251 “Conflict of interest” of the Bemidji City Code is hereby amended as follows:

No member of the heritage preservation commission shall use ~~his~~ their position on the commission for financial gain for ~~his~~ themself or for family members or for a business or firm with whom a commission member maybe associated. If such gain could reasonably be expected, the member shall disqualify ~~his~~ themself from voting.

SECTION 4. Chapter 2, Article V, Division 2, section 2-252 “Meetings and bylaws” of the Bemidji City Code is hereby amended as follows:

- (a) The heritage preservation commission shall meet with such frequency as the commission deems appropriate, but at least four times annually. Meetings of the commission shall be open to the public.
- (b) The commission shall adopt bylaws to govern all other matters relating to the commission such as officers and duties, dates and conduct of meetings, quorum, and other relevant matters, including but not limited to amendment of the bylaws. The bylaws shall be submitted to the City Council for approval, and a copy thereof shall be filed in the office of the city clerk.

SECTION 5. Chapter 2, Article V, Division 2, section 2-253 “Definitions” of the Bemidji City Code is hereby amended as follows:

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Archaeological site means a geographic location containing the relics, artifacts and other cultural aspects of life associated with ancient peoples.

Building means any structure, either temporary or permanent, having a roof supported by columns or walls and intended for the shelter or enclosure of persons, animals, chattels, or property of any kind.

District ~~and area~~ means a geographically definable area, urban or rural, possessing a significant concentration or linkage of sites, buildings, structures, or objects unified by past events or aesthetically by plan or physical development. *Heritage preservation designation (Bemidji Historic Register)* means an official action by the City Council which proclaims an archaeological site, a building, a land area, or a district located within the city limits to be worth saving.

Historic significance means having character, interest or value as part of the development, heritage or culture of the community, county, state or nation, as the location of an important event, or through identification with a person or persons who made important contributions to the development of the community, county, state or nation.

Inventory means a basic product of a survey. An inventory is an organized compilation of information on those properties that are evaluated as significant.

Landmark means a site, building, structure, object, or district designated as a “Landmark” by the City Council as having a high degree of historical, cultural and/or architectural significance.

National Register of Historic Places means the nation’s official list of properties worthy of preservation as designated by the United States Department of the Interior, National Park Service. Nominations of properties within Minnesota to this list are made through the auspices of the Minnesota State Historic Preservation Office.

Survey means a process of identifying and gathering data on a community’s historic resources, and including a written report citing applicable criteria and standards that support the historic significance of each.

SECTION 6. Chapter 2, Article V, Division 2, section 2-254 “Powers and Duties” of the Bemidji City Code is hereby amended as follows:

The heritage preservation commission shall advise the city council on matters relating to historic preservation; shall perform such duties as the city council may direct; and shall recommend to the city council buildings, lands, areas, districts, or archaeological sites worthy of heritage preservation designation in the city as follows:

- (1) The commission shall inventory and prepare a list of buildings, lands, areas, districts, or archaeological sites worthy of historic preservation, and present said list as recommendations to the city council for heritage preservation designations. The list shall be reviewed by the planning commission and city planner, and submitted to the State Historic Preservation Officer at the Minnesota Department of Administration for review pursuant to Minn. Stat. § 471.193 subd. 6, prior to submission to the council. For every building, parcel of land, area, district, or archaeological site listed as worthy of heritage preservation, the commission shall prepare a history of the building, parcel of land, area, district, or archaeological site and a guideline for its utilization.

- (2) ~~The commission shall recommend no district, area, building or site for historic preservation to the city council, unless and until the property owner is first notified and consent for designation obtained.~~

Criteria for historic preservation designation. All recommendations of the commission for heritage preservation designation shall be evaluated under the following criteria:

- a. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City of Bemidji, State of Minnesota, or the United States.
- b. Its location as a site of a significant historic event.
- c. Its identification with a person or persons who significantly contributed to the culture and development of the City of Bemidji.
- d. Its embodiment of distinguishing characteristics of an architectural style, period, form, or treatment.
- e. Its identification as the work of an architectural or master builder whose individual work has influenced the development of the City of Bemidji.
- f. Its embodiment of elements of architectural design, detail, material, or craftsmanship which represent a significant architectural innovation.
- g. Its unique location, scale or other physical characteristics representing an established and familiar visual feature of a neighborhood, a district, the community, or the City of Bemidji.

- (3) ~~At the time of notification, a property owner shall be advised of the ordinance requirements and of the impact and significance of historic designation of the property. Prior to official designation, a copy of the ordinance shall be provided to the property owner who shall sign a statement evidencing his understanding of preservation designation, as well as acknowledgement of receipt of notice of the proposed designation and a copy of the city's preservation ordinance. The property owner's signed statement shall be kept on file in the office of the city clerk.~~

- ~~(3)~~(4) The city council may by ordinance designate or describe for historic preservation any building, ~~including interiors where appropriate,~~ land, area, district, or archaeological site recommended by the commission as worthy of preservation. Prior to such consideration, the city council shall hold a public hearing, notice of which shall be published at least ten days prior to the date of hearing, and notice shall be sent to all property owners within the proposed district and/or within 200 feet of the boundary of the district, area, building or site to be considered.

- ~~(4)~~(5) Permit Review. The commission shall review the issuance of permits to do any of the following in or to a building, an area, a district, or an archaeological site, which has been listed or designated for heritage preservation, and shall report on such with recommended actions to the city council under the modification review principles provided in section 2-256:

- a. Excavation or demolition.

- b. Remodeling or repairs which will change the basic structural, exterior appearance and/or ~~interior appearance where designated~~ including application or use of exterior materials of a different kind, type, color, or texture than those already in use which will substantially cover one or more sides of the structure.
- c. Moving of a building.
- d. Destruction of a building in whole or part.
- e. Changing the nature or appearance of a preserved site or area, including the construction of a new building in a preserved area or district.

As part of the permit review, the commission shall be provided copies of the permit application(s) and any supplemental materials, by the City Clerk, Building Official, and or Planning Department. The commission may request additional details from the applicant that may be necessary to complete the permit review process, including but not limited to site plans, design details, and proposed materials.

The commission shall make its recommendation to the city council in writing, with certain findings evaluating the proposed project under the criteria described in section 2-256.

If the commission has not provided a recommendation within 45 days of the initial permit application, the review under this section shall be deemed waived, and the city council may evaluate the permit approval without the input of the commission.

All permit reviews under this section shall occur at regular and noticed meetings of the commission, which shall include the opportunity for public comment on the proposed actions before any official recommendations are made.

Commission members shall be knowledgeable of the rules, regulations, laws and codes of the city and state, as well as the permit and variance procedures of the city respecting building and zoning matters.

- ~~(5)~~(6) The commission shall work for the continuing education of the citizens of the city with respect to the civic, archaeological and architectural heritage of the city. It shall keep current and public the city register of designated and proposed heritage sites and areas along with the plans and programs that pertain to them.
- ~~(6)~~(7) The commission may recommend to the city the acceptance of contributions and gifts to be made to the city and to assist the city staff in preparation of applications for grant funds which may be made through the city for purpose of heritage preservation. Any contributions or gifts will be expended in the manner provided through the fiscal policy of the city.
- ~~(7)~~(8) If the commission discovers that preservation of a historic building, site, land, area or district is threatened, the commission shall advise the City Council of the threat in order that the council may consider reasonable preservation measures, including acquisition.
- ~~(8)~~(9) The commission shall fulfill all reporting requirements under Minn. Stat. § 471.193, including the preparation and submission an annual report to the Minnesota State Historic Preservation Office by October 31st of each year, in accordance with Minn. Stat. § 471.193 subd. 6, as may be amended from time to time. At minimum, the report must summarize the commission's activities, including designations, reviews, and other activities during the previous 12 months. A copy of the report shall be submitted to the City Clerk for distribution to the City Council.

SECTION 7. Chapter 2, Article V, Division 2, of the Bemidji City Code is hereby amended establishing a new section as follows:

Sec. 2-256. Historic preservation permit review principles.

In reviewing any proposed modifications or changes to a building, a district, or an archaeological site, which has been listed or designated for heritage preservation, the commission shall apply the following principles when providing its recommendation to the city council, in accordance with the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, (Rehabilitation Standards), as follows:

- (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
- (2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alterations of features, spaces, and spatial relationships that characterize a property will be avoided.
- (3) Each property will be recognized as physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- (4) Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- (6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of mission features will be substantiated by documentary and physical evidence.
- (7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- (8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
- (9) New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- (10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SECTION 8. Chapter 2, Article V, Division 2, of the Bemidji City Code is hereby amended establishing a new section as follows:

Sec. 2-257. Open Meeting Law and record retention.

The commission shall abide by all requirements of the Minnesota Open Meeting Law, Minn. Stat. Chapter 13D, when conducting its meetings. The commission shall keep and maintain minutes of all meetings. The commission shall abide by all record retention requirements and procedures of Minn. Stat. § 138.17.

SECTION 9. Chapter 2, Article V, Division 2, of the Bemidji City Code is hereby amended establishing a new section as follows:

Sec. 2-258. Enforcement.

In case any building or structure subject to the regulation of this ordinance is to be erected or constructed, reconstructed, altered, repaired, converted, maintained, moved, or subjected to demolition in violation with this ordinance, the city, in addition to any other remedies, may:

- (1) Issue a stop work order to prevent a continuing violation of this ordinance.
- (2) Institute civil action for injunctive relief to stop, prevent, or abate a violation of this ordinance.

SECTION 10. Chapter 2, Article V, Division 2, of the Bemidji City Code is hereby amended establishing a new section as follows:

Sec. 2-259. Emergency Repair.

In emergency situations where immediate repair is needed to protect the safety of a building or structure and its inhabitants, the City Building Official may approve the repair without prior commission action or recommendation.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication thereof.

Yeas: _____
Nays: _____
Absent: _____

First Reading: _____
Public Hearing: _____
Final Reading: _____

ATTEST:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor



COUNCIL AGENDA ITEM

Meeting Date: Monday June 15th, 2026

Action Requested: Discussion on LCA Grant EV Roadmap

Prepared By: Jamin Carlson, Planning Director

Reviewed By: Jamin Carlson, Planning Director & Rich Spiczka, City Manager

Background:

The City Council approved the acceptance of the Local Climate Action (LCA) Planning Grant from MPCA and working with Great Plains Institute (GPI) in 2024. As part of the grant requirements, staff have worked with GPI to develop a community electric vehicle (EV) roadmap, reviewed the zoning code and goal setting, along with creating community-wide electric vehicle (EV) vision statement. The project ends June 30, 2026, and the final report will be presented over the summer as last of the data is being compiled.

GPI researched best practices from EV industry, state agencies, and other Minnesota cities to give the City of Bemidji options for transportation electrification efforts. The consultant has assembled the EV Roadmap at the request of the city council, and the council can discuss the report along with the options for the city moving forward.

Recommendation:

Discussion on the report.

Attached: EV Roadmap for the City of Bemidji



Bemidji Electric Vehicle Infrastructure Roadmap

April 2026

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Introduction

The City of Bemidji endeavors to create a city that is healthier, more equitable, and prepared for the challenges of the 21st century. Transportation electrification does exactly that by eliminating one of the largest sources of local emissions; significantly improving public health and building towards city climate goals. As the nation's transportation system undergoes a rapid transformation, cities are at the vanguard, envisioning and implementing changes to best serve their communities.

This Electric Vehicle (EV) Infrastructure Roadmap outlines critical steps Bemidji can take to ensure infrastructure development keeps pace with EV deployment, using projections of EV adoption over the coming decade to determine future demand for different types of charging infrastructure. By benchmarking existing infrastructure, predicting total demand, and analyzing several important factors for effective and equitable deployment (population density, proximity to existing infrastructure, demographic data, and compatibility with federal regulations), this roadmap provides recommended locations for future charging infrastructure deployment. The recommendations below target equitable access to charging for communities that may experience more difficulty accessing charging infrastructure or installing their own charging due to historical inequities. The City of Bemidji has an opportunity to immediately begin deploying infrastructure and implementing policies to ensure continued infrastructure expansion.

EV Market

The city aims to accelerate EV adoption across multiple transportation sectors and increase the number of light-duty registered electric vehicles by 2030, resulting in a reduction of tailpipe emissions and an improvement in public health.

Projected EV Adoption

To anticipate how consumer EV adoption will grow throughout Bemidji over time, the EC applied modeling done by BNEF in the 2025 Long Term Electric Vehicle Outlook.¹ The modeling projects EV share of new vehicle sales through 2030. EVs made up roughly 10% of new vehicle sales in 2025 and are expected to continue to increase in the years following. Aggregate vehicle data gives the forecasted number of registered vehicles in Bemidji and surrounding areas through 2030, focusing on Beltrami County as a whole. Based on projected increases in EV share of new vehicles sold, the number of EVs registered in Beltrami County is expected to reach roughly 328 by 2030. This implies the charging needs in the subsequent years. There are currently 159 EVs registered in Beltrami County.²

Table 1. Projected electric vehicle growth in Beltrami County (PHEV and BEV), 2026-2030³

	2026	2027	2028	2029	2030
Estimated EV share of new vehicle sales	12%	15%	18%	23%	27%
Estimated total number of EVs registered in Beltrami County	234	253	272	303	328

¹ Long Term Electric Vehicle Outlook, RMI and BNEF, 2025, <https://rmi.org/electric-vehicles-are-on-the-road-to-mass-adoption/>

² EvaluateMN, Atlas Public Policy, updated October 8, 2025, <https://atlaspolicy.com/evaluatemn/>

³ Long Term Electric Vehicle Outlook, RMI and BNEF, 2025, <https://rmi.org/electric-vehicles-are-on-the-road-to-mass-adoption/>

³ EvaluateMN, Atlas Public Policy, updated October 8, 2025, <https://atlaspolicy.com/evaluatemn/>

State of EV Charging

Accounting for the number, type, and location of existing electric vehicle supply equipment (EVSE) is important to develop the next phase of EVSE installations based on projected EV registration increases.

Light-Duty EV Charging Overview

The charging industry has aligned on common terminology for charging stations: station location, EVSE port, and connector (Figure 1). Definitions for these terms include:

Station Location: A station location is a site with one or more EVSE ports at the same address. Examples include a parking garage or a mall parking lot.

EVSE Port: An EVSE port provides power to charge only one vehicle at a time even though it may have multiple connectors. The unit that houses EVSE ports is sometimes called a charging post, which can have one or more EVSE ports.

Connector: A connector is what is plugged into a vehicle to charge it. Multiple connectors and connector types (such as NACS, CHAdeMO and CCS) can be available on one EVSE port, but only one vehicle will charge at a time.⁴

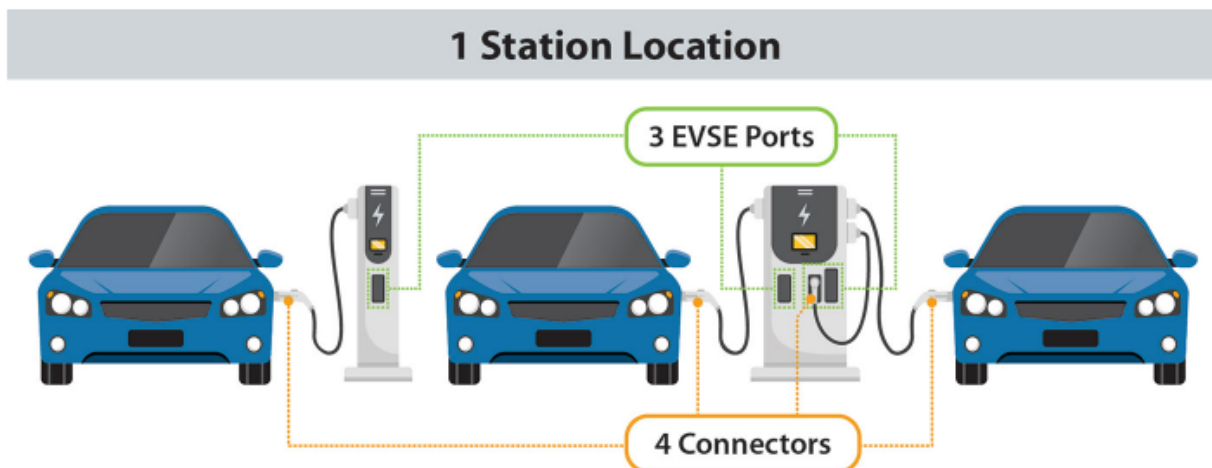


Figure 1. EVSE Charging Station Diagram

Charging equipment for EVs is available at different levels based on the rate the battery is charged. The time needed to fully charge an EV will vary based on the size of the battery, how depleted the battery is, and the electric current of the EV charging equipment.

⁴ Alternative Fuels Data Center. https://afdc.energy.gov/fuels/electricity_infrastructure.html.

Light-duty EV drivers have the flexibility to charge at a variety of locations, including homes (single-family and multi-family), workplaces, shopping centers, restaurants, and fleet parking facilities. Figure 2 and Table 2 provide an overview of EV charging levels, including the amount of range each level provides an EV, the charging ports used, and typical applications.

Level 1 chargers use standard 120V outlets. 120V circuits are also used by most home electronics. 1 hour = 5 miles.

Level 2 chargers use 240V circuits. 240V circuits are also used by dryers and stovetops. 1 hour = 25 miles.

Direct Current (DC) Fast Chargers use 480V circuits at public charging stations. 10 minutes = 40 miles.



Figure 2. EVSEs

Table 2. EV Charging Characteristics

	Level 1	Level 2	Direct Current
Connector Types	J1772, NACS	J1772, NACS	CCS Combo, NACS
Typical Applications	Residential, Workplace, Fleet	Residential, Workplace, Fleet, Public	Fleet, Public

Most EV charging today (approximately 80%) occurs at home. However, higher adoption rates will reduce that percent as more multi-unit dwelling (MUD) residents go electric. The deployment of charging infrastructure at MUDs presents additional challenges such as unreliable access to parking, and complexities related to billing, establishing a sufficient power supply, and EVSE ownership. Workplace charging is another opportunity for the city and local employers to satiate demand, as workplace charging helps increase the convenience of driving electric for employees while increasing charging during off-peak hours. Similarly, access to public charging is critical in decreasing range anxiety and increasing the convenience of driving EVs in the city. For all charging applications, dwell time (the amount of time a vehicle is typically parked) should be considered when determining what charging level to install.

Existing Public EV Charging Infrastructure

Across the city, there are nine public charging stations (Figure 3). As of April 2026, there are nine Level 2 ports and 16 direct current fast charging (DCFC) ports (Table 3). DCFC chargers operate at a higher voltage (480V, three-phase DC), allowing faster charging speeds than the slower 240V Level 2 charging connection.⁵

Table 3. Operational public EV charging stations and connectors in Bemidji, March 2026

Charging Type	Number of Station Locations	Number of Ports
Level 2	7	9
DCFC	5	16

Currently, about half of the publicly available Level 2 chargers in Beltrami County are in Bemidji, and all available DC fast chargers in the county are located in Bemidji as well. It is essential to deploy charging stations equitably so that all communities and residents have ready access to chargers, as charging access is a crucial component of EV ownership. Publicly accessible EV charging both supports current EV owners and encourages the adoption of EVs for those who may be unable to install EVSE at home.

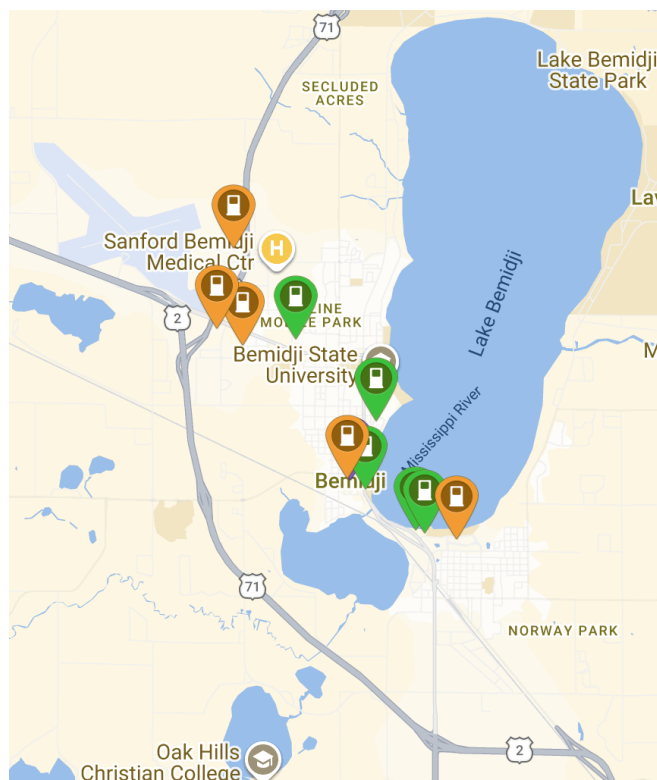


Figure 3. Locations of current public EV charging stations in Bemidji, April 2026 (orange indicates DCFC; green Level 2)

⁵ DOE Alternative Fuels Data Center Station Finder.

<https://afdc.energy.gov/stations#/find/nearest?location=Bemidji,+mn&fuel=ELEC&page=1>. PlugShare.
<https://www.plugshare.com/>.

Analysis of Charging Stations Needed to Meet Growing Demand

The EC utilized projections of future charging station needs using the Electric Vehicle Infrastructure Projection Tool (EVI-Pro Lite), forecasting amount of charging infrastructure required at metropolitan-level across Bemidji to meet current and future charging needs.⁶ The inputs assumed 25% share of PHEVs compared to 75% EVs.

By 2030, if there are 328 plug-in electric vehicles (EVs and PHEVs) in Beltrami County using the local public charging infrastructure, the city would need a total of 17 public Level 2 ports and four public DCFC ports while the rest of the county would need 16 public Level 2 ports and three DCFC ports for a total of 19 ports. These forecasted estimates can be met through both public and private investment in the region.

As Bemidji currently hosts nine public Level 2 ports and 15 public DCFC ports, the focus should be on installing seven additional public Level 2 ports by 2030, though the city could also assume that the 11 additional DCFC ports (over the projected four required) supplement the existing Level 2 chargers, lessening the need for investment in public Level 2 charging. Therefore, Bemidji could instead focus on supporting the rest of the county in EV charging installation.

⁶ Electric Vehicle Infrastructure Projection Tool (EVI-Pro Lite). <https://afdc.energy.gov/evi-pro-lite>.

EV Charging Location Suitability Modeling

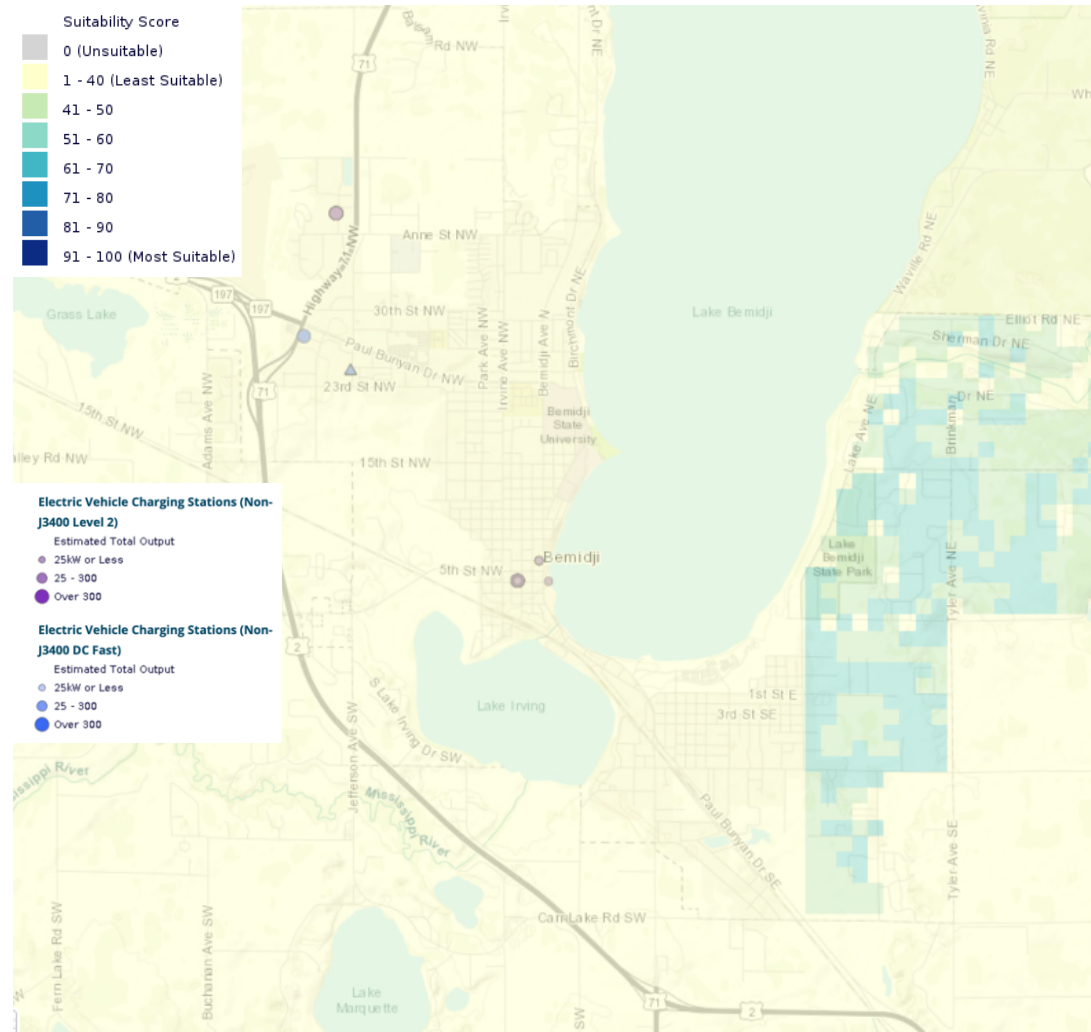
Choosing site locations for EV charging stations requires consideration of physical and electrical requirements, ensuring ease-of-use and access for various user groups, such as residents, commuters, and visitors. To determine current areas for prioritizing EV charging installations, modeling was conducted using Argonne National Laboratory's Geospatial Energy Mapper (GEM). The methodology and details for each of the identified parameters are described in Appendix A. For clearer images, please visit the GEM webpage while using Appendix A and the models as replication references.⁷

The following maps illustrate a snapshot of EVSE suitability based on the parameters listed below and the weight (or influence) assigned to each.

- Model 1 focuses on higher population density areas, locations where multi-family dwellings exist, and where EVSE is not currently installed. Areas with darker blue shading (i.e., 60 to 100 suitability) indicate a more suitable location for EVSE to be installed.
- Model 2 focuses on demographic information and transit access to determine the suitability for EVSE installations. There are distinct areas on the map illustrating where EVSE installations should be first prioritized to address needs based on these parameters.

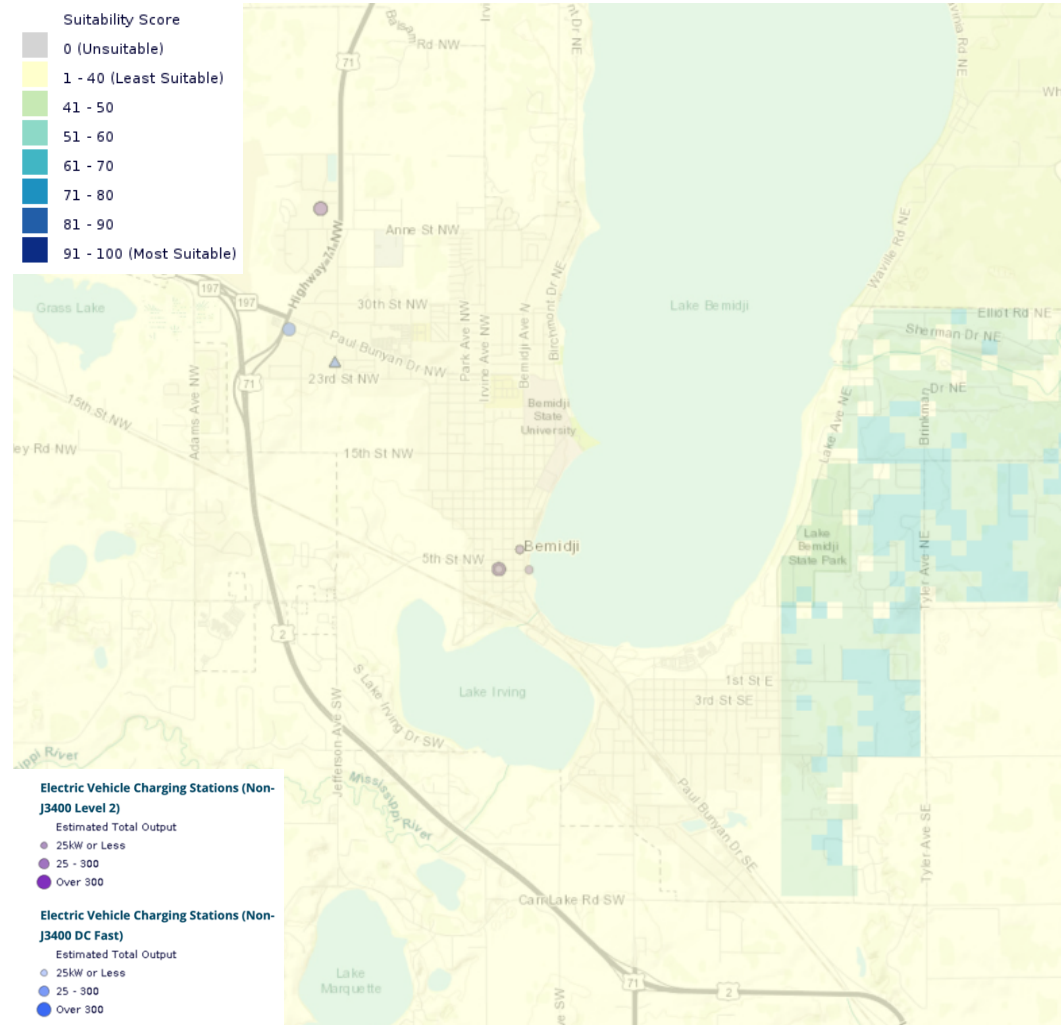
⁷ The Geospatial Energy Mapper. <https://gem.anl.gov/>.

This model focuses on population-dense areas, locations where multi-family dwellings exist, and where no EVSE is currently installed. Areas with darker shading indicate a more suitable location for installing EVSE. As shown in the model, areas along the east side of town are more suitable for EV charging, including those with higher population density. Based on this model, the city locations most suitable for EV charging deployment would be: along the snowmobile trail, Brinkman Park, East Lake Bemidji Park Preserve, Otto Schmunk Park, and Nymore Park.



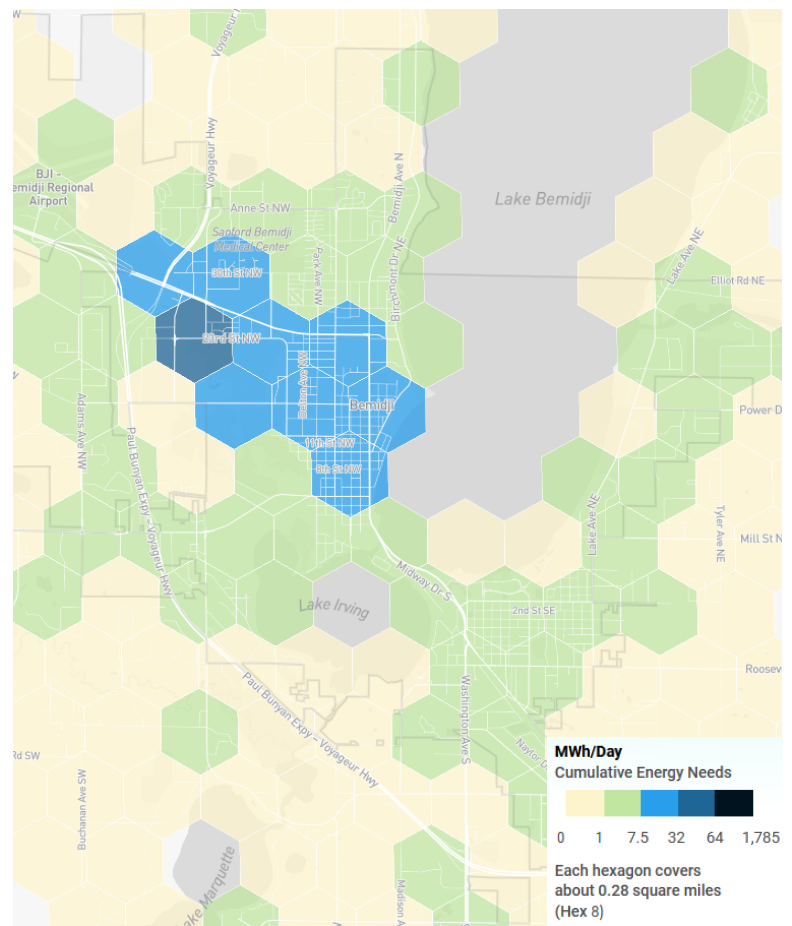
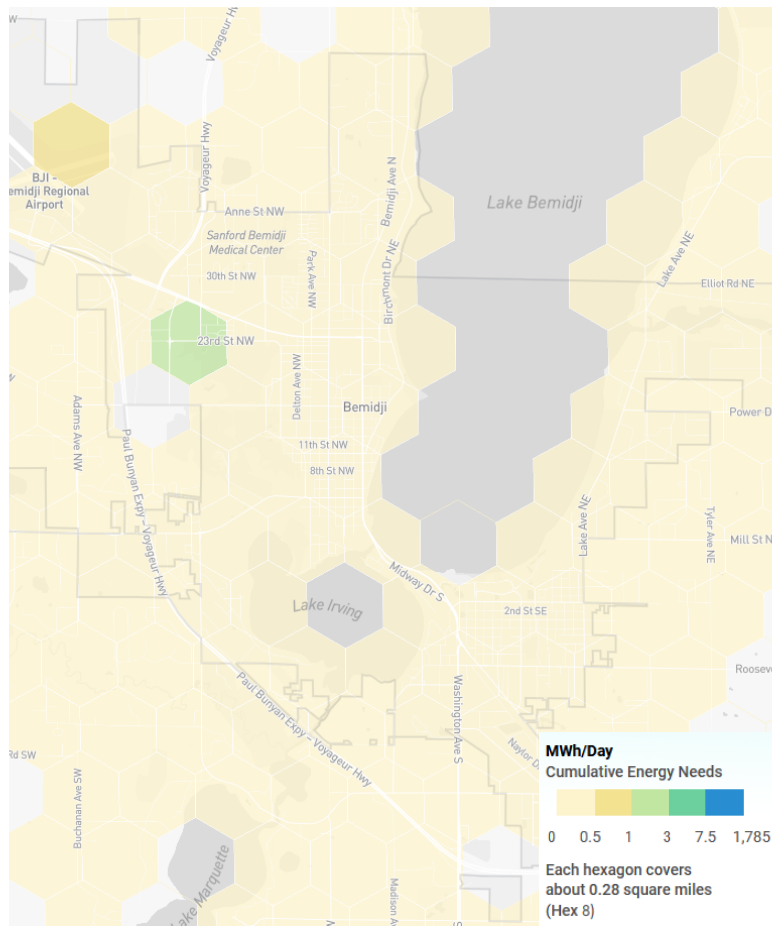
Model 2: EV Infrastructure and Demographics

In Model 2, parameters important for installing EV infrastructure have been added to the demographic data. When comparing Model 1 and Model 2, overlapping areas indicate high-suitability areas where EVSE should be prioritized. This highlights historically disadvantaged communities and how their distance from existing EVSE buildout affects access. Paired with the local density of EVSE, this model identifies priority locations for EVSE installation based on proximity to substations (i.e., potential buildout of EVSE) and the distance between charging stations. Similar to Model 1, this model shows areas along the east side of town as the most suitable for EV charging installation. Based on this model, the city locations most suitable for EV charging deployment would be: along the snowmobile trail, Brinkman Park, East Lake Bemidji Park Preserve, Otto Schmunk Park, and Nymore Park.



Future Grid Demand Considerations

Preparing for future grid demand is critical in every electrification roadmap. The eRoadMap provides a visualization of the highest potential energy demand if all transportation was electrified.⁸ The maps shown below provide near-term estimates of electricity demand for 2030 in Bemidji at current transportation electrification pace (left), versus full electrification (right). These maps can be utilized during initial conversations with the local electric utility about preparing for future electrification needs.



⁸ eRoadMAP™. <https://eroadmap.epri.com/>

2026 Fleet Analysis

Fleet Summary

Overall, there are 46 light-duty vehicles in Bemidji's fleet, making up 41.82 percent of the fleet. Medium-duty vehicles make up 40 percent of the fleet (44 vehicles). Heavy-duty vehicles make up 18.18 percent of the fleet (20 vehicles).

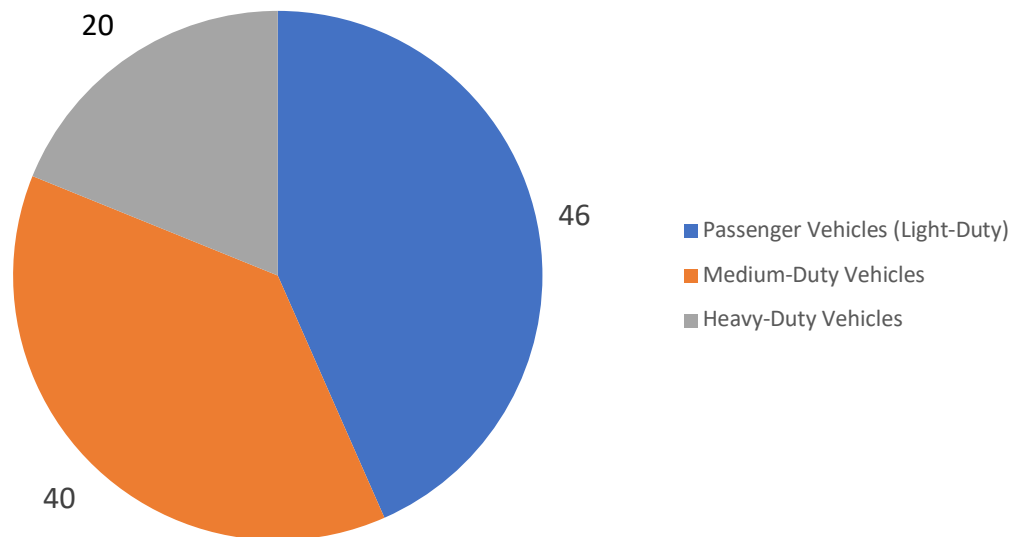


Figure 4: Bemidji Fleet Makeup

TCO Analysis

This analysis was conducted using a total cost of ownership (TCO) approach to project the cost of all vehicles over their expected useful lives. TCO includes vehicle purchase price, operating, and maintenance costs over the life of the vehicle, as well as charging infrastructure cost, if selected. To estimate each vehicle's value, the analysis uses its depreciated value at the end of its useful life. Annual depreciation is calculated using the purchase price, range, and annual mileage for each vehicle, relying on a formula developed using real world used vehicle sales data. The analysis includes a calculation of the net present value (NPV) of 100 percent electrification compared to 100 percent conventional vehicle use. This takes the NPV of the TCO of all vehicles across the fleet by vehicle class.

Fleet Analysis

The charts below show the average total cost of ownership per mile across each vehicle's useful life. Figure 5 shows the average across each vehicle category, while Figures 6 and 7 show the average across use cases for passenger vehicles and medium/heavy-duty vehicles. Table 4 shows the average cost per mile per use case.

Figure 5. Average Cost per Mile per Vehicle Category

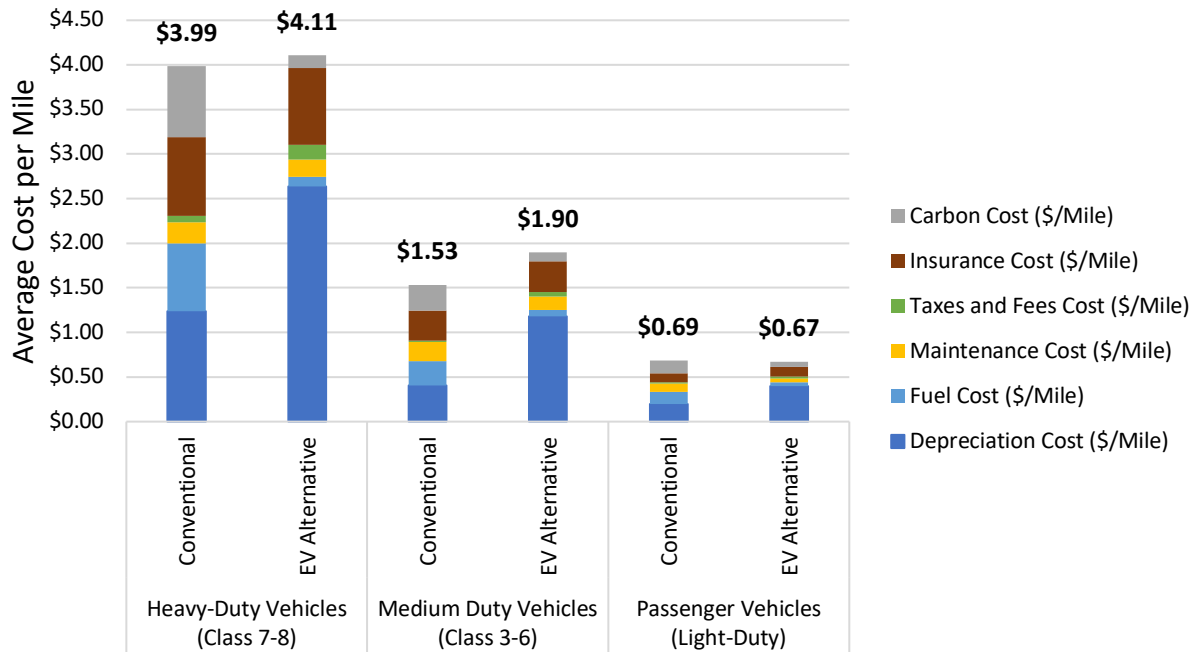


Figure 6. Light-Duty Nominal Cost per Mile per Vehicle Use Case

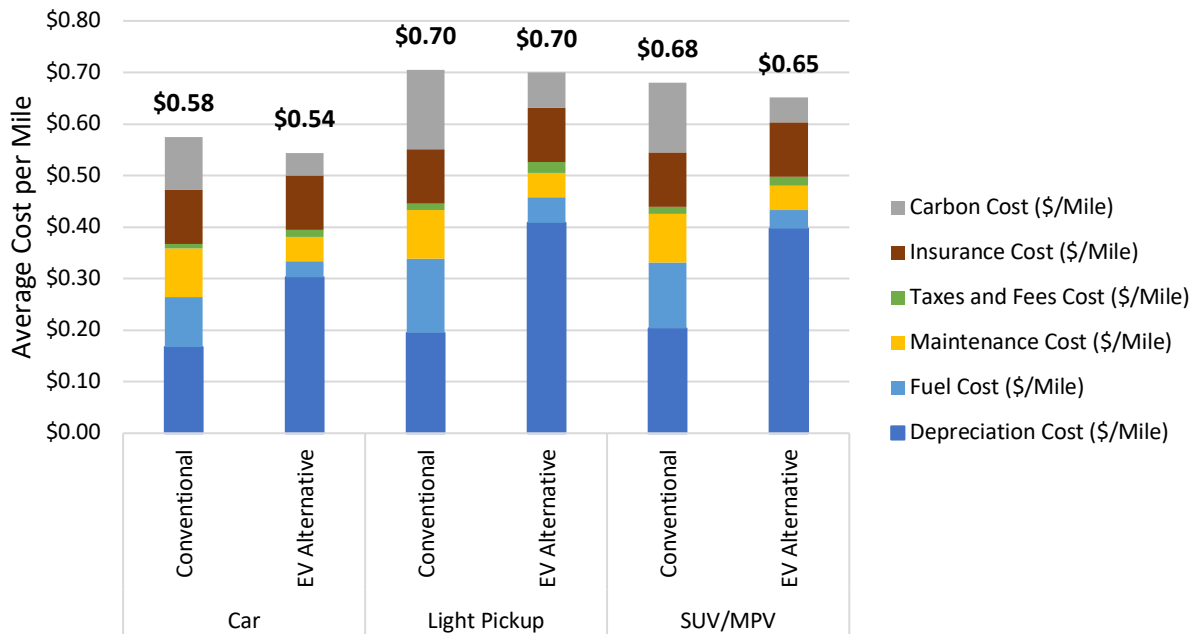


Figure 7. Medium- & Heavy-Duty Nominal Cost per Mile per Vehicle Use Case

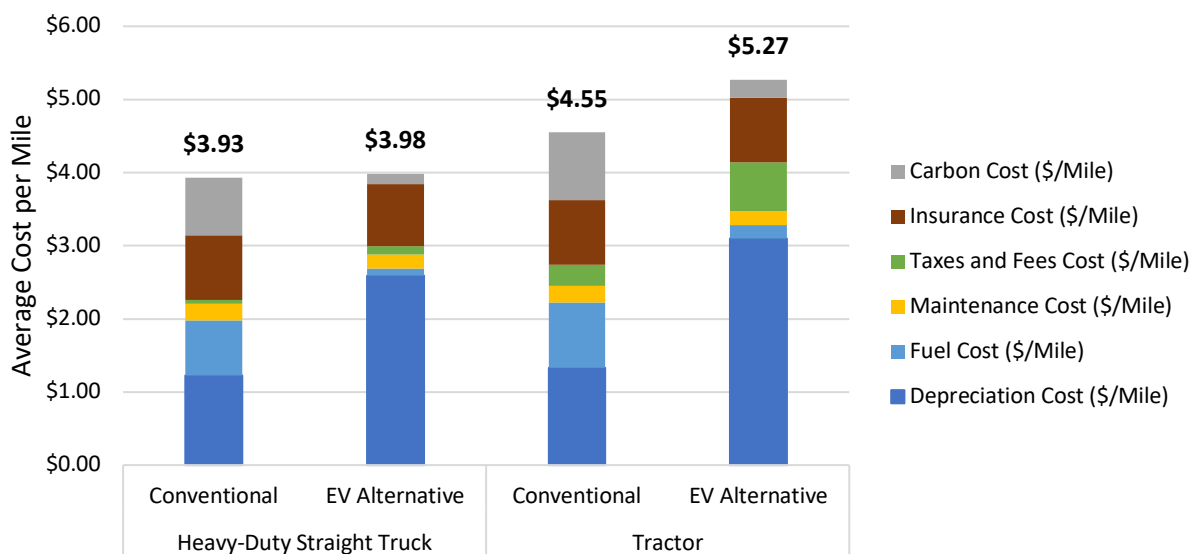


Table 4. Average Cost per Mile (CPM) per Use Case

Vehicle type	Original CPM	EV Average CPM
Car	\$0.56	\$0.55
Cargo Van	\$1.51	\$1.06
Heavy-Duty Straight Truck	\$3.79	\$4.02
Light Pickup	\$0.69	\$0.72
Medium-Duty Pickup	\$1.28	\$1.78
Medium-Duty Straight Truck	\$2.29	\$2.60
Step Van	\$2.76	\$2.94
SUV/MPV	\$0.68	\$0.66
Tractor	\$4.40	\$5.32

Replacement Vehicles

Of all the replacement options, the models shown in Table 5 were found to be the most cost-effective replacement vehicles compared to conventional alternatives. Appendix B shows all vehicles in the fleet, a suggested EV replacement, and the cost savings associated with each.

Table 5. Vehicle Replacements

Current Fleet Vehicle	Avg. Percent Savings from EVs	Suggested EV Alternative	No. of Vehicles in Fleet
Ford Edge	22.21%	2026 Volkswagen ID.4 BEV Electric	1
Nissan Armada	19.19%	2026 Chevrolet Equinox EV FWD BEV Electric	1
GMC Terrain	19.19%	2026 Chevrolet Equinox EV FWD BEV Electric	1
Chevrolet Tahoe	18.61%	2026 Kia EV9 Standard Range RWD BEV Electric	3

Fleet Electrification

Local governments across the United States are leading by example in the transition to EVs, incorporating EVs into their fleets, from parks and recreation departments to police and beyond.

If Bemidji proceeds with fleet electrification as outlined in the DRVE analysis, the city can expect to see **\$169,420** in lifetime savings.

Benefits of Fleet Electrification

There are many benefits to incorporating EVs into city fleets. EVs are cheaper to own and maintain, with less maintenance needed and electricity being cheaper and less prone to price shocks than gas and diesel. As EVs have no tailpipe emissions, there will eventually be no need for carbon monoxide monitors in fleet garages. EVs result in better air quality for the city staff that work with the vehicles as well as members of the community who live, work, and play in areas frequented by city fleet EVs. Finally, as Bemidji works to become a more sustainable city, EVs can help reduce overall carbon emissions, as EVs have far fewer lifetime carbon emissions than gas and diesel vehicles, even when accounting for emissions during manufacturing.

EV-First Procurement Policies

Many cities have implemented EV-first procurement policies, which stipulate that new vehicle purchases made by city affiliates must be EVs unless a waiver is obtained based on high cost or other substantive reasons.⁹ Specifically, many such policies require any replacement vehicle to be an EV if a suitable model is available for the given application and the EV's total cost of ownership (TCO) comes within a certain margin of a comparable conventional vehicle's TCO.¹⁰ A general EV-first procurement policy tends to allow for a plug-in hybrid electric vehicle (PHEV) if

⁹ Electrifying Transportation in Municipalities. Electrification Coalition. <https://electrificationcoalition.org/electrifying-municipalities/#Fleets>.

¹⁰ State Plug-in Adoption Resource Kit. Electrification Coalition. <https://electrificationcoalition.org/spark/develop-ev-procurement-and-operation-policies/>.

the EV option has a higher TCO and/or it cannot fulfill the use case. If the PHEV won't work, then the policy requires a conventional hybrid, and finally, if all else fails, allows for a gas/diesel vehicle.

EV Charging Policy Recommendations and Equity Considerations

Local governments across the United States have proven to be effective leaders in the transition to EVs, implementing policies to spur electrification faster than their respective states and the nation as a whole.

Policies and Mechanisms Toward EV Readiness

In preparation for an EV community, EV readiness ordinances are among the most cost-effective policies the city can implement. EV readiness ordinances, sometimes referred to as “dig once” policies, require new buildings to be pre-wired for EV charging and typically include building codes, zoning laws, parking ordinances, and other components. Adopting a vision for EV-ready buildings has significant equity benefits, as the EV-ready building codes can be applied to multi-unit dwellings, which often house low- and moderate-income populations. The adoption of EV-ready building codes also sets the stage for the creation of jobs installing charging stations.

The city can adopt codes requiring new construction and sizable renovations to be EV-capable, EV-ready, and/or EVSE-equipped. Codes may vary by building type; fully operational installed charging equipment may be required in a new commercial space, while EV-ready wiring for a Level 2 charger may be required for a new residential duplex. Building codes can include different levels of EV-ready, EV-capable, and EVSE installation requirements for different scales of renovation on existing buildings (Figure 8).

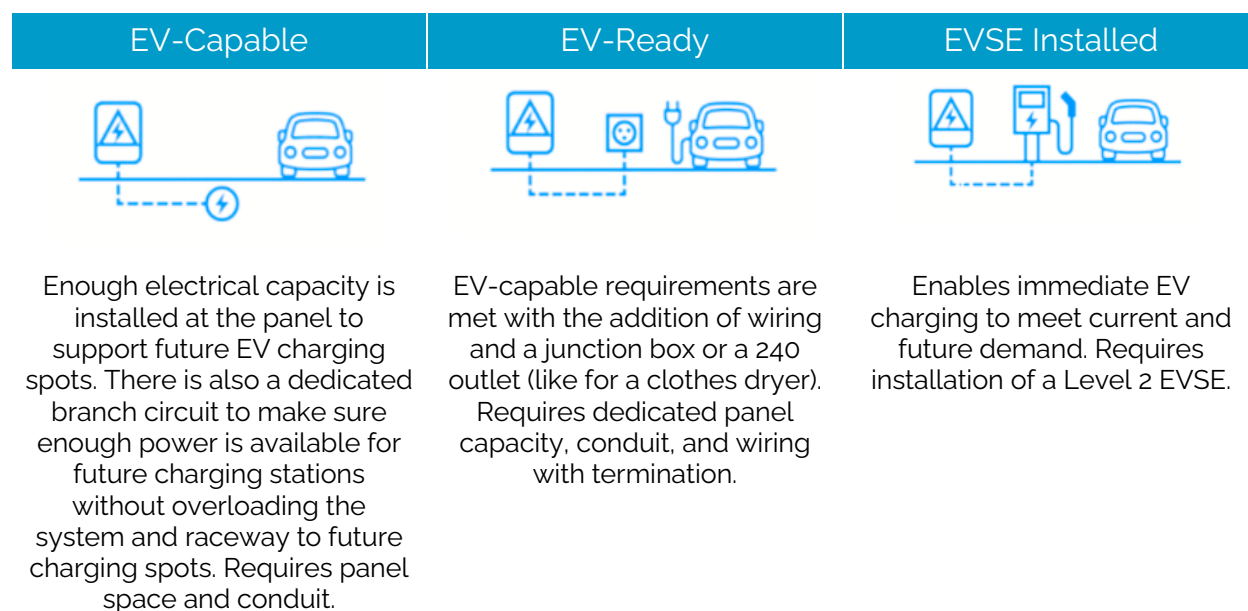


Figure 8. Definitions of EV Readiness

Cities are paving the way for EVs by allowing, incentivizing, and even requiring EVSE infrastructure in their communities. While there is no "ideal" or one-size-fits-all deployment strategy, zoning, codes (including permitting), and parking ordinances are three particularly powerful and cost-effective tools to encourage EV and EVSE adoption.

While the process to develop an EV-readiness policy varies by location, some cities have found success through initial stakeholder engagement, resulting in a new building energy benchmark requirement, then moving to solicit feedback from community members to fine-tune the policy before passing the final ordinance.

Zoning, building codes, and parking ordinances can be implemented individually or in combination with one another. Below is a description of different policy tools and examples from cities putting them into practice.

Building Codes

Codes and standards are intended to work in combination to create a framework of safety requirements and best practices. While there are numerous aspects of EV readiness standardized by codes, the most common are model codes for the construction and electrical equipment installation procedures associated with EVSE.

Washington, D.C. requires new buildings or developments with major renovations with three or more off-street parking spaces to accommodate EVSE.¹¹

Ann Arbor, Michigan requires all new buildings and existing building renovations to include EV Charging Infrastructure (February 2021). Rules include minimum EV parking percentages (10-100%) according to building type.¹²

St. Louis, Missouri adopted EV-ready building regulations in 2021 that took effect in 2022 and apply to new construction and any major renovations of multi-family or commercial buildings. Starting in 2024, single-family units undergoing major renovations will also be subject to these policies.¹³

Parking Requirements

Parking ordinances apply to publicly accessible EVSE, whether at municipal lots, privately operated garages, or on-street locations.

Kansas City, Missouri enforces EV-only charging spaces. EV parking spaces in off-street parking facilities may be counted toward the off-street parking space requirements.¹⁴

¹¹ Washington, DC. Building Code. <https://code.dccouncil.us/us/dc/council/code/sections/6-1451.03a>.

¹² Ann Arbor, Michigan. Building Ordinance, <https://www.a2gov.org/departments/city-clerk/Documents/ORD-20-35%20Approval%20notice.pdf>.

¹³ St. Louis, Missouri. Mayor Krewson Signs Transformative Electric Vehicle Ordinances into Law, <https://www.stlouis-mo.gov/government/departments/mayor/news/electric-vehicle-2021.cfm>

¹⁴ Kansas City, Missouri. Parking Requirements. http://kansascity-mo.elaws.us/code/zadc_400series_88-420_sec88-420-04.

Zoning Ordinances

Zoning ordinances govern the use of property within a jurisdiction. For EV readiness, zoning ordinances are useful tools for state and local governments to indicate where EVSE is allowed or prohibited.

Vancouver, British Columbia requires 100% of parking spaces in multi-family homes to be EV-capable. The ordinance guarantees 12kWh ≥8 hours through a Level 2 (208/240V) circuit for every parking stall.¹⁵

Auburn Hills, Michigan amended zoning ordinances to incorporate Electric Vehicle Infrastructure and strongly urge all new residences with garages to be constructed with a 40-amp outlet on a dedicated circuit near future EVSE.¹⁶

Atlanta, Georgia adopted an ordinance in 2017 requiring all new single-family home parking, 20% of new commercial parking, and 20% of new multi-family residential parking to be EV-ready.¹⁷ Atlanta subsequently adopted an updated version of the code in 2025 that builds on the 2017 ordinance to additionally require 20% of new commercial parking and 20% of new multi-family residential parking to be EVSE-installed.¹⁸

Policy Options to Develop Equitable Charging

Planning for the build-out of charging infrastructure is critical for a just and equitable transition to transportation electrification. Equitable charging means ensuring EV charging infrastructure is installed in a way that addresses a spectrum of needs. Examples include planning for, requiring, and/or installing charging infrastructure at workplaces and businesses, in the public right-of-way, at multi-unit dwellings, and across neighborhoods. Charging at MUDs is especially important to improving equitable access.

¹⁵ Vancouver, British Columbia. Zoning Ordinance.

https://bylaws.vancouver.ca/parking/Sec04.pdf?_ga=2.205842971.980987902.1581622488-1487957635.1537562134.

¹⁶ Auburn Hills, Michigan. Electric Vehicle Infrastructure Zoning Ordinance.

https://files4.1.revize.com/auburnhills/document_center/2_AH_EV_Infrastructure_Ord.pdf.

¹⁷ Atlanta, Georgia. City of Atlanta Passes “EV Ready” Ordinance into Law.

<https://www.atlantaga.gov/Home/Components/News/News/10258/#:~:text=The%20ordinance%20requires%2020%20percent,conduit%2C%20wiring%20and%20electrical%20capacity>.

¹⁸ Atlanta, Georgia. The 2025 City of Atlanta EV Readiness Workbook.

<https://static1.squarespace.com/static/5f91d62189677674f6d02ab6/t/691f719f05492313ced6c377/1763668383908/2025+Atlanta+EV+Readiness+Workbook.pdf>.

Equitable EV-Readiness Ordinances

Columbus, Ohio passed an Equitable EV Readiness Ordinance that creates an explicit requirement/consideration for affordable housing to expand charging in underserved communities.¹⁹ It creates requirements/considerations for single-family homes, multi-unit dwellings, workplaces, commercial buildings, and City of Columbus parking, allowing better applicability to various building type needs. It has a ramp-up of requirements to 2028.

Multi-Family Housing Charging Policy Resources

The Urban Sustainability Directors Network (USDN) developed a guide for communities to help residential tenants access charging.²⁰ Renters are often unable to charge at home because of a lack of off-street parking, inability to afford charging installation, or a property owner's unwillingness to install the equipment.

The ACEEE published a white paper in April 2021 summarizing challenges for EVSE investment (including parking availability, multi-unit dwellings, permitting, and multiple transport modes), the role of utilities (e.g., ratepayer funds dedicated to equitable outcomes, working with transit and school buses), current utility activities and investment focused on equitable EVSE (especially in Arizona, California, Colorado, New Mexico, and Oregon, who are prioritizing multi-unit dwellings and school and transit buses), and community engagement and metrics (community needs assessment, mobility equity analysis, and placing decision making in the hands of the local community).²¹

Stakeholder Engagement

Collaboration among diverse stakeholders is important to pass the policies needed to advance transportation electrification. Community members in areas that have disproportionately borne the adverse impacts of transportation emissions should be consulted when planning EVSE locations. By strategically coordinating with other local educational or training efforts, EV adoption can help overcome barriers to inclusion that typically inhibit

¹⁹ Columbus, Ohio. EV Readiness Ordinance.

<https://www.columbus.gov/sustainable/evreadyparking/#:~:text=Draft%20EV%20Ready%20Parking%20Ordinance,2022%20to%20May%2025%2C%202022.>

²⁰ USDN. Electric Vehicle Charging Access for Renters: A Guide to Questions, Strategies, and Possible Next Steps.

https://www.usdn.org/uploads/cms/documents/usdn_evchargingaccess_updatedreport_final_11.18.20.pdf.

²¹ ACEEE. Siting Electric Vehicle Supply Equipment (EVSE) with Equity In Mind.

https://www.aceee.org/sites/default/files/pdfs/siting_evse_with_equity_final_3-30-21.pdf.

residents from under-resourced backgrounds and communities from participating in the clean energy economy, and ensure the city avoids furthering existing health and economic inequalities.

The City of Columbus' approach offers best practices and lessons learned for a stakeholder plan in Bemidji. During the development of the City of Columbus' Equitable EV Readiness Ordinance, a series of stakeholder sessions were held to gather input and incorporate feedback in the drafted EV readiness policy.

The City of Bemidji can use maps and indexes to determine which communities to engage. Ensure that engagement materials and meetings are accessible to all members of the community by providing non-English language options aligned with local demographics.

EVSE Revenue Models

EVSE offers site hosts a potential revenue stream to offset or displace the cost of operating and maintaining the charger. There are multiple avenues for collecting revenue.

A site host can receive payment from an EV driver charging their vehicle, or a site host can contract with a third party that integrates advertisements into the charger and share in the revenue from entities paying to display advertisements.

Additionally, local governments can explore leasing public land to charging station providers at government properties. Public-private partnerships are beneficial to all parties; local governments gain EVSE throughout the county while providers have access to a larger customer base and new markets.

To hold third party providers accountable for charger maintenance and operationality, the city can incorporate uptime requirements, or the amount of time a charger is operational and able to provide EV charging, into contracts with EVSE service providers. Typically, 97% uptime is an industry-accepted requirement, with federal programs such as the National Electric Vehicle Infrastructure (NEVI) program requiring this threshold.²²

Efficiency Maine²³ provided sample language for including the 97% uptime requirement into a contract, along with a requirement to minimize consecutive downtime hours:

- a. Minimum Uptime. Recipients must ensure that each charging port has an average annual uptime of greater than 97%.
 1. A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see Section 680.106(d) of the NEVI Standards).
 2. Charging port uptime must be calculated on a monthly basis for the previous 12 months using the methodology described in Section 680.116(b) of the NEVI Standards.
- b. In addition to the minimum uptime requirement defined above, the Recipient must ensure that downtime for each individual charging port does not exceed 72 consecutive hours. It is the Recipient's responsibility to ensure the 97% uptime requirement is met for each individual charging port and that interruptions are remedied within 72 hours. For any interruption in service to any DCFC that has lasted or is expected to last more than four (4) hours:
 - i. Notify appropriate information sources including, but not limited to, website and

²² 23 CFR 680.116(b). [https://www.ecfr.gov/current/title-23/part-680/section-680.116#p-680.116\(b\)](https://www.ecfr.gov/current/title-23/part-680/section-680.116#p-680.116(b)).

²³ Sample Contract for EV Charging Stations Using NEVI. Efficiency Maine.

https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.efficiencymaine.com/docs/Attachment-B_EMT-Sample-Contract-for-EV-Charging-Stations-Using-NEVI-Funds-Phase-6_UPDATED_2023-11-08.docx&ved=2ahUKewjS0NWU8JiTAXEOzQIHxN8PagQFnoECBkQAQ&usg=AOvVaw134ux4WKqGOokdBsYcMKK8.

- application hosts, as appropriate so drivers are aware of the interruption; and
- ii. Inform the Trust via email within one business day to give the Trust notice of the event and when it started and to explain the cause of the interruption and the plan for and estimated time needed to restore service.

Equitable Access to EVs

To enable equitable access to EVs and encourage higher EV adoption rates, consider exploring reduced-cost or income-based EV car sharing programs. Car shares remove barriers to EV adoption by allowing participants to experience EVs without the cost of ownership. These programs offer economic and environmental benefits while fostering EV awareness.

Saint Paul and Minneapolis, Minnesota established the EV Spot Network, a series of 70 EV charging locations that grant access to Evie – a carshare service that provides an income-based plan for those who qualify. This initiative aims to make EVs more accessible and affordable for a broader range of residents, and to promote sustainable transportation practices in the community.²⁴

Utility Funding Opportunities & Engagement

The City of Bemidji's primary electric utility, Otter Tail Power Company,²⁵ offers a \$500 rebate to customers who install a Level 2 charger. The company also offers reduced electricity rate, the Drive On Electric Vehicle Rate, to customers who have EVs.

Utilities are an important partner in promoting widespread EV adoption, particularly at the local level. Engaging with utilities throughout the planning process for EV and EV infrastructure deployment can be a productive way to ensure long-term alignment of priorities. In discussions with utilities, there are several factors that can be helpful to keep in mind.

1. **Eliminate Unnecessary Barriers to Program Entry:** Request that utilities be clear on simple details needed to initiate applications and be willing to work with applicants on the buildout of the application process. For instance, requiring site-specific designs can create a barrier to entry for site hosts who do not have engineering/facility management on staff; instead, these types of designs could be developed through the application process, rather than be required to initiate an application.
2. **Provide Funding for Other Project Components:** Come to the table with utilities with the expectation that future funding sources must be discussed, above and beyond simply discussing the funding needed for infrastructure alone. Ensuring funding is available for make-ready and other project costs can result in easier deployment overall. To that point, it is also ideal to provide funding for up to five years of network subscription and maintenance costs to ensure reliable operation and maintenance of charging infrastructure.
3. **Require Uptime Minimums for Reliable Operation:** Establish expectations for reliability. This could be as simple as mirroring set Federal Minimum Standards required for NEVI and CFI-funded chargers, which require at least 97% uptime and reasonable response time to downed charging stations. Such requirements greatly benefit consumers and ensure reliable operation of EV charging. This can be designed as a claw-back

²⁴ Saint Paul, Minnesota. EV Spot Network. <https://www.stpaul.gov/departments/public-works/transportation-and-transit/ev-spot-network#about>.

²⁵ Otter Tail Power Company. <https://www.otpc.com/ways-to-save/programs/electric-vehicle-rate/>.

term within contracts, for instance, to ensure site hosts remain good stewards of their charging infrastructure.

4. **Prioritize Underserved Communities:** Consider how deployment to underserved communities can be bolstered/prioritized with funds. While low-income is an easy default, it is recommended to consider broader underserved areas, which gives broader consideration for other factors that identify areas with more refinement/factors such as rural access and historically marginalized populations.
5. **Incorporate Utilities in Programming:** When developing EV programming, consider inviting utilities to co-host events or providing a table for a representative to distribute material. Collaboration is a chance to build partnerships with utilities and expand event outreach through their network of customers. Examples of programming include ride and drives, charging station/hub openings, and workplace charging workshops.

Conclusion

For the City of Bemidji to have the greatest impact in creating an inclusive electric future that will benefit all residents, a plan must be set forth that measures growth from an established baseline. This Roadmap does so by detailing the City's plan of action to expedite the transition of the local transportation sector to zero-emission vehicles, scale fleet charging and access, and create a more resilient electrical grid. The strategies and actions detailed follow a variety of timelines, ranging from short-term action (one year or less) to longer-term durations of multiple years. Core to this success is the fact that all public programs need to include the recommendations of stakeholders that live in disadvantaged and low-income communities, whose participation will ensure that programs are considering diversity, equity, and inclusion. By thoughtfully considering the policy options available to the City, the pathways that are chosen will be those with the highest level of impact, filling service gaps and resulting in the advancement of the City's EV market. These strategies will allow Bemidji to meet the ambitious goals and policy priorities outlined in this Roadmap.

Appendix A: Modeling Methodology

EVI-Pro Lite

NREL and INRIX data inform the inputs for the [Electric Vehicle Infrastructure Projection Tool \(EVI-Pro Lite\)](#), which predicts grid demand from charging infrastructure across various charging strategy scenarios and estimates how much charging is needed for the scenario of the local market. The inputs and results are below. Apart from the number of vehicles supported (EVs), PHEV Share, and Home Charging Access, the remaining inputs were left at their default values.

As Bemidji and Beltrami County are not explicitly modeled in EVI-Pro Lite, the Grand Forks metro area was used as a proxy, with results scaled to meet Bemidji's modeled EV adoption.

Vehicles supported:

- EVs: 328

Vehicle Mix

- EV Sedans %: 27
- EV C/SUVs %: 38
- EV Pickups %: 30
- EV Vans %: 5
- PHEV Share of PEV: 25% (the estimated share of PHEVs versus EVs)

PHEV Support

- Partial support - Calculate using half of the full support assumption.

Home Charging Access

- Percent of drivers with access to home charging: 42%

Results

- 130 Single Family Charging Ports
- 24 Shared Private Charging Ports
 - 23 Private Workplace Level 2 Charging Ports
 - 1 Multi-Unit Dwelling Level 2 Charging Port
- 33 Public Level 2 Charging Ports
- 7 Public DCFC Charging Port

Ride-hail support

- Conservative Electrification

eRoadMap

The [eRoadMAP](#) was created by Electric Power Research Institute (EPRI) to project approximate energy needs if all transportation (light-, medium-, and heavy-duty on-road vehicles) is electrified in 2030, showing what the highest energy need would be. While the eRoadMap is separate from the results of the EV Ready Analysis and EVI-Pro Lite results, it provides another lens of long-term demand considerations.

GEM Mapping

The [Geospatial Energy Mapper](#) is a tool that assists in distinguishing regions in city that are the most suitable for EV charging. The model maps below illustrate a current snapshot of EVSE suitability based on the parameters and the weight or influence given to each parameter.

The following tables list the parameters of each model, all of which were set to default weights (1).

Model 1: Population and Housing

Parameter	Weight
Electric Vehicle Charger Density - All Level 2 or DC Fast	1
Distance (m) to Substation (All capacities)	1
Housing Density – Large Multi-family	1
Land Cover	1
Percentage of Households Lacking a Vehicle	1
Population Density	1

Include the following layers for ease of visuals:

- Electric Vehicle Charging Stations (J4300 Level 2)
- Electric Vehicle Charging Stations (J3400 DC Fast)
- Electric Vehicle Charging Stations (Non-J3400 Level 2)
- Electric Vehicle Charging Stations (Non-J3400 DC Fast)

Model 2: EV Infrastructure and Demographics

Parameter	Weight
Transit Desert Index	1
Household Transportation Energy Burden	1
Distance to EV Charging Station - All Level 2 or DC Fast	1
Distance (m) to Substation (All capacities)	1
Housing Density – Large Multi-family	1
Land Cover	1
Percentage of Households Lacking a Vehicle	1
Population Density	1

Include the following layers for ease of visuals:

- Electric Vehicle Charging Stations (J4300 Level 2)
- Electric Vehicle Charging Stations (J3400 DC Fast)
- Electric Vehicle Charging Stations (Non-J3400 Level 2)
- Electric Vehicle Charging Stations (Non-J3400 DC Fast)

Appendix B: Additional DRVE Tool Analysis

DRVE Tool

The [Dashboard for Rapid Vehicle Electrification \(DRVE\) Tool](#) was created by the EC and its developer Atlas Public Policy. Pulling from federal resources and regularly updated (including recent models, average fuel costs, etc.), the DRVE Tool serves to be a cost-effective and user-friendly total cost of ownership (TCO) analysis tool for any entity seeking to electrify its fleet.

Fleet Vehicle Replacements

Shown below are all vehicles recommended for an EV replacement, based on the estimated percentage savings for that vehicle, compared to its conventional options. With the current market conditions and operational costs of these vehicles, the percentage savings shown can be captured for each vehicle across each vehicle's operational life.

VIN	Original Vehicle	EV Alternative	Avg Percent Savings from EVs
1GAZG1FA7E1199342	2026 CHEVROLET EXPRESS 2500 CARGO ICE GAS	2026 FORD TRANSIT VAN CARGO BEV ELECTRIC	29.75%
2FMPK4G93MBA20683	2026 FORD EDGE AWD ICE GAS	2026 VOLKSWAGEN ID.4 BEV ELECTRIC	22.21%
JN8AY2ADXR9709932	2026 CHEVROLET EQUINOX FWD ICE GAS	2026 CHEVROLET EQUINOX EV FWD BEV ELECTRIC	19.19%
2GKFLREK5D6334879	2026 CHEVROLET EQUINOX FWD ICE GAS	2026 CHEVROLET EQUINOX EV FWD BEV ELECTRIC	19.19%
1GNS6LED5SR220566	2026 CHEVROLET TAHOE 2WD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	18.61%
1GNSKDEC5KR372503	2026 CHEVROLET TAHOE 2WD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	18.61%
1GNSKLED9NR235121	2026 CHEVROLET	2026 KIA EV9 STANDARD	18.61%

	TAHOE 2WD ICE GAS	RANGE RWD BEV ELECTRIC	
1C4NJCBA3CD666342	2026 JEEP COMPASS 4WD ICE GAS	2026 VOLKSWAGEN ID.4 BEV ELECTRIC	9.35%
1GTRUAEK4RZ292322	2026 GMC SIERRA 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	2.98%
1GTV2TEH4EZ229235	2026 GMC SIERRA 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	2.98%
1FAHP2MK1GG122315	2026 CHEVROLET MALIBU ICE GAS	2026 FORD MUSTANG MACH-E RWD LFP BEV ELECTRIC	2.30%
1FAHP2MK2GG154321	2026 CHEVROLET MALIBU ICE GAS	2026 FORD MUSTANG MACH-E RWD LFP BEV ELECTRIC	2.30%
1GC0KUEG8FZ546475	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%
1GC2KVCG7DZ303481	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%
1GC2KVCG8DZ345027	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%
1GCHK23K98F173515	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%
1GCHK24U13E296384	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%

1GCHK24U75E296179	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%
1GCHK29VX3E293640	2026 CHEVROLET SILVERADO 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	1.02%
1FM5K8AB2PGC00146	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB3PGC00107	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB4MGA64498	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB4NGC23828	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB5RGA25975	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB7LGC35162	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB8SGA87666	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB8SGB20097	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB9LGC35163	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%

1FM5K8AB9SGB20030	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AB9SGB20335	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8ABOLGC35164	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8ABXSGA87555	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AR2HGE30557	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AR6GGC14760	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AR6HGB82782	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AR6KGA52850	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8ARXFGC07891	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8ARXJGA71657	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%
1FM5K8AWoNNA07179	2026 FORD EXPLORER RWD ICE GAS	2026 KIA EV9 STANDARD RANGE RWD BEV ELECTRIC	-4.02%

1FTFW1P83RKF36789	2026 FORD F150 PICKUP 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.22%
1FTFX1E51KKC24594	2026 FORD F150 PICKUP 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.22%
1FTRF14W87KC85619	2026 FORD F150 PICKUP 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.22%
1FTRF17L03NB57868	2026 FORD F150 PICKUP 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.22%
1FTRX12W97FA87933	2026 FORD F150 PICKUP 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.22%
1FTRX12WO9KC16247	2026 FORD F150 PICKUP 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.22%
1C6RD7FP4CS228012	2026 RAM 1500 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-4.93%
1FV6HFBA9WH924902	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
1FVXJLBB5XHA42243	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
1HTSDPNN8PH533996	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
1HTWDAZROCJ588585	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%

2NKMLD9X97M176914	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
1NKBHJ8X8NR125242	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
1NKBHJ8XXNR135559	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
1NKBLJ0X6EJ386636	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
3BKBLJ9X6KF240220	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
2NPNHD8X44M822261	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
2NPRLN9X39M780922	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
2NP3HJ8X7GM338448	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
2NP3HN8X2DM207785	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
3BPDHJ8X4MF110073	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%
3BPDHJ8XXSF118384	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-5.22%

1C6RR7XT0GS261351	2026 RAM 1500 CLASSIC 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-5.30%
1C6RR7XT4PS564374	2026 RAM 1500 CLASSIC 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-5.30%
1C6RR7XT6FS538177	2026 RAM 1500 CLASSIC 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-5.30%
1C6RR7XT6PS597988	2026 RAM 1500 CLASSIC 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-5.30%
1C6RR7XT7JS291860	2026 RAM 1500 CLASSIC 2WD ICE GAS	2026 CHEVROLET SILVERADO EV BEV ELECTRIC	-5.30%
2NKHHJ8X7EM407440	2026 KENWORTH T380 ICE DIESEL	2026 KENWORTH K270/K370 282 KWH BEV ELECTRIC	-5.69%
1GBKP32R6X3300222	2026 FREIGHTLINER MT45 ICE GAS	2026 FREIGHTLINER MT50E BEV ELECTRIC	-6.50%
1FVACYFE6JHJL1454	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-13.72%
1FVHCYDC75HN87100	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-13.72%
1FVACWDCX5HN90644	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-13.72%
1FVACWFD0PHNZ1181	2026 FREIGHTLINER M2 106 ICE DIESEL	2026 FREIGHTLINER EM2 194 KWH BEV ELECTRIC	-13.72%

1XPGDU9X47N685514	2026 FREIGHTLINER CASCADIA ICE DIESEL	2026 FREIGHTLINER ECASCADIA 291 KWH BEV ELECTRIC	-20.99%
1XPCDB9XoLD293228	2026 FREIGHTLINER CASCADIA ICE DIESEL	2026 FREIGHTLINER ECASCADIA 291 KWH BEV ELECTRIC	-20.99%
1FDXF47PX5EA34654	2026 FORD F450 XL ICE DIESEL	2026 RIZON E18L BEV ELECTRIC	-34.03%
1GCGC24K1SZ257826	2026 FORD F250 XL ICE DIESEL	2026 RIZON E18L BEV ELECTRIC	-37.40%
1GC2YLE72NF337850	2026 CHEVROLET SILVERADO 2500 WT 2WD ICE GAS	2026 RIZON E18L BEV ELECTRIC	-40.24%
1GC5YLE72RF408516	2026 CHEVROLET SILVERADO 2500 WT 2WD ICE GAS	2026 RIZON E18L BEV ELECTRIC	-40.24%
1GB3CYCG6FZ531790	2026 CHEVROLET SILVERADO 2500 WT 2WD ICE GAS	2026 RIZON E18L BEV ELECTRIC	-40.24%
1GBJC34U26E268901	2026 CHEVROLET SILVERADO 2500 WT 2WD ICE GAS	2026 RIZON E18L BEV ELECTRIC	-40.24%
1GT22REG1HZ273713	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT22REG5JZ279200	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%

1GT22REG6GZ299710	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT22REG8HZ166111	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT22ZCG3BZ343657	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT39LE70MF109667	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT39LE76MF239663	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT39LEy0MF224737	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT59LE70MF254880	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT59LE75MF250632	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GTHC24U73E308244	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GTHK44K79F136734	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT39LE75RF373832	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%

1GT49SE7XRF292176	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT59LE70RF383810	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT59LE77RF383786	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1GT5ULE75SF324224	2026 GMC SIERRA 2500 2WD PRO ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.00%
1FT8W3BT2HEE86299	2026 FORD F350 XL ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.90%
1FTRF3B6XBEB69991	2026 FORD F350 XL ICE GAS	2026 RIZON E18L BEV ELECTRIC	-43.90%
1FT7X2B61MED49801	2026 FORD F250 XL ICE GAS	2026 RIZON E18L BEV ELECTRIC	-44.90%
1FT7X2B64CEB84549	2026 FORD F250 XL ICE GAS	2026 RIZON E18L BEV ELECTRIC	-44.90%
1FTBF2B64BEC58242	2026 FORD F250 XL ICE GAS	2026 RIZON E18L BEV ELECTRIC	-44.90%
1FTNF21559EA59569	2026 FORD F250 XL ICE GAS	2026 RIZON E18L BEV ELECTRIC	-44.90%
3C6UR5CJoRG236494	2026 RAM 2500 2WD TRADESMAN ICE GAS	2026 RIZON E18L BEV ELECTRIC	-44.90%