

# **BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA**

Monday, July 6, 2026

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



## **CALL TO ORDER/ROLL CALL**

## **PLEDGE OF ALLEGIANCE TO THE FLAG**

## **SWEARING IN CEREMONY (FIRE)**

## **AMENDMENTS TO THE AGENDA**

## **MINUTES**

- 1) April 27, 2026 Work Session  
May 4, 2026 Council Meeting

## **CONSENT AGENDA #1**

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

- 2) Claims Submitted by Finance Officer in the Amount Of \$1,952,831.72
- 3) Claims Submitted by Legends Global for the Sanford Center in the Amount of \$97,138.61
- 4) Approve May Financials from Legends Global for the Sanford Center
- 5) 2026 Business License Approvals
- 6) Declare Surplus Vehicle and Authorize Disposal (Police)
- 7) Approve Grant from State of Minnesota for Gear Washer and Extractor
- 8) Approve Quote from Jacobson's Concrete & Masonry for the Paul Bunyan Plaza Concrete Project
- 9) Approval of Services from Nature's Edge Garden Center
- 10) Approve Change Order No. 1 - 2026 Street Renewal Project - City Project 26-01
- 11) Approve Change Order No. 3 - Bemidji Rail Corridor Soil Remediation & Earthwork Project - City Project 25-05
- 12) Approve Special Event Permit for Bemidji Dragon Boat Festival
- 13) Approve Special Event Permit for Bemidji Dragon Boat 5k
- 14) Approve Special Event Permit for Ojibwe Forests Rally Street Race & Event
- 15) Resolution Appointing Election Judges for the 2026 Primary Election
- 16) Resolution Accepting Library Park Bench and Tree Donation
- 17) Resolution Approving the Site and Alcohol for the Dragon Boat Festival

- 18) Approve Temporary 1-4 Day Liquor License for Bemidji Dragon Boat
- 19) Approve Temporary 1 Day Consumption and Display Permit (Bemidji Downtown Alliance)
- 20) Approve Council Travel Authorization-CGMC Summer Conference (New Ulm), July 21-24-Thayer

## **CONSENT AGENDA #2**

- 21) Claims Submitted by Finance Officer to Visit Bemidji in the Amount of \$47,737.13

## **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.

## **COUNCIL COMMITTEE REPORTS**

## **UPCOMING MEETINGS**

- 22) July 13, 2026 - Planning Board (5:30pm)  
July 20, 2026 - Council Meeting (6:00pm)

## **ADJOURN**

**CITY COUNCIL PROCEEDINGS**  
**BEMIDJI, MINNESOTA**  
**Work Session – April 27, 2026**

**DRAFT**

**Call to Order**

Pursuant to due call and notice, a work session of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, April 27, 2026 at 5:30 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

**Roll Call**

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

**Present**

Rich Spiczka, Michelle Miller, Sam Anderson, Joe Devore

**Purpose of Work Session**

2027 Middle School Drive NW Reconstruction – Corridor Study Update and Possible Future Water & Sanitary Sewer Extensions

**2027 Middle School Drive Reconstruction – Corridor Study Update**

Anderson reported that in August 2025, council approved a proposal from KLJ Engineering to complete a corridor study on Middle School Drive NW from 15<sup>th</sup> Street NW to 23<sup>rd</sup> Street NW in anticipation of road reconstruction in 2027 using federal grant funding. Over the past eight months, KLJ has assisted city staff with data collection, analysis, public engagement, and alternative formulation in anticipation of selecting a road design for reconstruction next summer.

Anderson and the city's consultant KLJ presented the findings of the Middle School Drive NW Corridor Study for the segment from 15th Street to 23rd Street, programmed with federal funding in 2027. The study identified heavy AM/PM school traffic, multiple unsignalized access points, and significant pedestrian/student safety concerns, particularly at the south (main) middle school access and at 15th Street. Traffic counts collected in December 2025 (after opening of the 23rd Street roundabout) confirmed acceptable operations at 23rd but operational deficiencies at 15th and at the south middle school access during dismissal.

KLJ evaluated various traffic control and access options. For the south/main middle school access, a single-lane roundabout is recommended to substantially reduce peak delay, improve safety, calm speeds, and support future development to the west. The bus access would retain side-street stop control, with a median added to better channelize traffic and support staff's operational control during bus dismissal. For the north/fields parking access, three alternatives were reviewed; staff recommended a right-in/right-out configuration with a continuous median as the preferred option, citing the greatest reduction in delay and crash potential, improved pedestrian safety, more green space, and simpler winter maintenance.

Staff described a revised public engagement approach, including direct coordination with ISD 31 transportation staff, a well-attended “pop-up” at the middle school’s academic showcase, and an online survey that drew over 200 responses. Feedback emphasized pedestrian and student safety, acknowledged existing congestion, and showed growing acceptance of roundabouts, especially given positive experience at 23rd & Middle School. Survey results and comments generally supported the recommended alternatives, particularly the right-in/right-out option at the north access.

Council members expressed general support for staff’s recommended concept layout:

- Single-lane roundabout at the south/main middle school access.
- Maintain side-street stop at the bus access with added median channelization.
- Implement right-in/right-out (RIRO) at the north/fields parking access with a continuous median.

Council did not take formal action, but directed staff to proceed with further design and coordination for the corridor improvements based on this preferred alternative.

### **Possible Future Water & Sanitary Sewer Extensions**

Anderson reported that proposed construction dates for multiple segments of county roads would allow an opportunity for potential municipal water & sanitary sewer extensions. In the past, road reconstruction projects have been an opportunity to look at needed upgrades to existing infrastructure or possible new extensions due to the road replacement cost being covered by another entity which lessens the project cost for the city to extend, upgrade, or repair its own infrastructure under that same road segment.

As of the latest update to the County’s 5-year Transportation Improvement Plan, the following segments are planned for reconstruction in the next 2 years:

- Adams Avenue NW (CSAH 11) from 5<sup>th</sup> Street NW to HWY 2 – Planned for 2028 Construction
- Lakewood Drive NW (CSAH 42) from Irvine Avenue NW to Bemidji Avenue N – Planned for 2028 Construction

Other segments in the 3-5 year window:

- Carr Lake Road SE (CSAH 11) from HWY 71 to Paul Bunyan Drive SE (County Road 50) – Planned for 2029
- Bemidji Avenue N from Trunk Highway 197 (CVS Pharmacy) to Annebell Street NE – Planned for 2030

### **Project Estimates:**

In anticipation of these upcoming county road projects, engineering staff hired Freeberg & Grund to assist with a feasibility report in order to have more concise cost estimates for the various segments. Below is a recap of the project cost estimates (rounded to nearest \$250K) from the preliminary engineering report prepared back in July 2025:

#### **Adams Avenue NW (5<sup>th</sup> Street NW to HWY 2)**

|                                                                                     | <u>Sanitary Sewer</u> | <u>Water Main</u> |
|-------------------------------------------------------------------------------------|-----------------------|-------------------|
| Total Estimated Cost:                                                               | \$3,000,000           | \$4,000,000       |
| Combined estimated cost for sewer and water on Adams Avenue NW = <b>\$7,000,000</b> |                       |                   |

15<sup>th</sup> Street NW (Adams Avenue NW to Middle School Drive) – under HWY 2 Bypass



Though the entirety of 15<sup>th</sup> Street NW from Adams Avenue to Middle School Drive is not currently programmed in the County's 5-year road plan, staff wanted to discuss the proposal of additional watermain looping under the HWY 2 Bypass to Middle School Drive. The water & sewer cost estimate for Adams Avenue NW includes the cost to extend services up to the 15<sup>th</sup> Street bridge based on the extents of the proposed county roundabout. The type of construction anticipated for the Adams Avenue project creates an opportunity to explore adding the extension of water main under the MnDOT highway at a more economical price.

|                                                                                                | <u>Sanitary Sewer</u> | <u>Water Main</u> |
|------------------------------------------------------------------------------------------------|-----------------------|-------------------|
| Total Estimated Cost:                                                                          | \$ 0                  | \$1,500,000       |
| Combined estimated cost for sewer and water on 15 <sup>th</sup> Street NW = <b>\$1,500,000</b> |                       |                   |

#### Lakewood Drive NW (HWY 71 to Bemidji Avenue N)

Lakewood Drive NW is a county owned segment that currently runs from HWY 71 to Bemidji Avenue on the north side of the Bemidji city limits. Roughly half of Lakewood Drive is programmed for reconstruction, but the estimates shown below assume extending water & sewer from Bemidji Avenue N to HWY 71. This would include roughly \$500,000 in road costs that the city may need to cover on Lakewood Drive from HWY 71 to Irvine Avenue NW.

Staff have received some interest from developers on or near this corridor for possible expansions that could benefit from municipal services.

|                                                                             | <u>Sanitary Sewer</u> | <u>Water Main</u> |
|-----------------------------------------------------------------------------|-----------------------|-------------------|
| Total Estimated Cost:                                                       | \$2,000,000           | \$1,500,000       |
| Combined cost for sewer and water on Lakewood Drive NW = <b>\$3,500,000</b> |                       |                   |

Summary:

|                            | <u>Sanitary Sewer</u> | <u>Water Main</u>  |
|----------------------------|-----------------------|--------------------|
| Adams Avenue NW            | \$3,000,000           | \$4,000,000        |
| 15 <sup>th</sup> Street NW | \$ 0                  | \$1,500,000        |
| Lakewood Drive NW          | \$2,000,000           | \$1,500,000        |
|                            | <b>\$5,000,000</b>    | <b>\$7,000,000</b> |

In order to match the County design & construction schedule, staff would look to begin a consultant selection process based on the desired direction of the Council and have those proposals back for Council approval in the next month or so. Project design is estimated to be completed by end of 2027 for an anticipated Q1 2028 project advertisement.

#### **Council Feedback - Adams Ave / 15th St (Water & Sewer)**

Council showed strong interest in pursuing a water main loop along Adams Ave (and related 15th St segment) to improve system redundancy, fire protection, and pressure, and to avoid relying on untreated well water in an emergency.

There was more caution and mixed views regarding extending sanitary sewer along this corridor, particularly given:

- Location outside city limits (Bemidji Township)
- Limited expectation of near-term customers
- Recent annexation history and sensitivity

Council generally directed staff to continue developing the Adams/15th Street water project, refine the scope and cost (including the sewer component), explore potential funding tools (e.g., utility funds, bonding, possible PFAS-related eligibility), and return with a clearer proposal before any commitment.

### **Council Feedback - Lakewood Dr (Water & Sewer)**

Council expressed broad and stronger support for pursuing both water and sewer extensions along Lakewood Dr:

- Recognized benefits for looping the north side of the water system and improving fire protection.
- Noted that many adjacent properties are already city residents, and that municipal sewer could directly support new housing development (rezoned land near Hwy 71; potential Secluded Acres expansion).

Council supported staff continuing discussions with the county about expanding the roadway project limits to cover the full Lakewood corridor, and refining utility cost estimates and participation assumptions.

No formal action was taken, but there was clear direction for staff to:

- Treat Adams water looping and Lakewood extensions as priority planning efforts.
- Bring back more detailed scope, cost, and funding options (and any needed public process steps) for council review before moving toward design and bonding decisions.

### **Adjourn**

There being no further business, motion by Thayer, seconded by Eaton, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:11 p.m.

Respectfully submitted,



Michelle R. Miller  
City Clerk

# ***CITY COUNCIL PROCEEDINGS***

## ***BEMIDJI, MINNESOTA***

### ***Regular Meeting – May 4, 2026***

## **DRAFT**

### **Call to Order**

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, May 4, 2026, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

### **Roll Call**

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould, Peterson, Dickinson, Rivera (6:03 pm), Eaton, Thayer

### **Present**

City Manager Rich Spiczka, City Engineer Sam Anderson, Assistant Planner Melissa Fahrenbruch, Administrative Assistant Ainslee Krause

### **Amendments to Agenda**

Mayor Prince called for any amendments to the agenda. **Motion by Peterson, seconded by Dickinson. Motion carried by unanimous voice vote. Absent: Rivera**

### **Minutes**

The following minutes were presented for approval:

March 23, 2026 Work Session

April 6, 2026 Council Meeting

**Motion by Eaton, seconded by Thayer to approve the minutes as presented.**

**Motion carried by unanimous voice vote. Absent: Rivera**

### **Consent Agenda #1**

Mayor Prince called for any amendments to be made to Consent Agenda. Thayer requested that the Jaycee Water Carnival Liquor License be removed for discussion.

The following Consent Agenda items were presented for approval. **Motion by Thayer, seconded by Peterson, to approve Consent Agenda items as follows:**

1. Claims Submitted by Finance Officer in the Amount of \$1,059,772.04
2. Claims Submitted by Legends Global for the Sanford Center in the Amount of \$47,733.16
3. Approve March Financials from Legends Global for the Sanford Center
4. 2026 Business License Approvals
5. Approve Special Event Permits for Annual Jaycees Water Carnival
6. Approve Special Event Permit for Beltrami County Historical Society (July 8)
7. Approve Appointments to the Library Board
8. Approve Purchase of 2026 Boss 8'2" VXT Stainless Steel V-plow and Mount
9. Approve Position Regrade for Utility Operator I, II, and III

10. Approve Change Order No. 1 - Bemidji Rail Corridor Soil Remediation & Earthwork Project - City Project 25-05
11. Approve Change Order No. 2 - Bemidji Rail Corridor Soil Remediation & Earthwork Project - City Project 25-05
12. Approve Professional Services Agreement for 2027 Middle School Drive NW Project - City Project 27-02
13. **RESOLUTION NO. 6697:** Accepting Donation from North Country Snowmobile Club (\$2,000)
14. **RESOLUTION NO. 6698:** To Not Waive Monetary Limits on Tort Liability
15. **RESOLUTION NO. 6699:** Approving Temporary Off-Premises Alcohol for Bemidji Eagles Club
16. **RESOLUTION NO. 6700:** Approving the Site and Related Requests for the 82nd Annual Jaycees Water Carnival

**Motion carried by unanimous voice vote. Absent: Rivera**

## **Consent Agenda #2**

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

1. Claims Submitted by Finance Officer to Visit Bemidji in the Amount of \$34,543.22

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

## **Citizens with Business Not on Agenda**

- Charles Biberg, 1109 Beltrami Ave NW, addressed council regarding setback requirements for chickens; zoning restrictions on turning his home into a duplex and cost prohibitive fees in operating a portion of his home as a short-term rental.

## **Public Hearing**

### Public Hearing-MS4 Permit - Storm Water Pollution Prevention Program (SWPPP)

One of the requirements of the City's Municipal Separate Storm Sewer System (MS4) permit is that an annual meeting must be held to update the city council and to allow the public to make oral and/or written comments on the adequacy of the City's Storm Water Pollution Prevention Program (SWPPP).

The provisions of the permit require that over the 5-year life of the permit, the city addresses the following six minimum control measures.

1. Public Education and Outreach
2. Public Participation / Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Storm water Runoff Control
5. Post-Construction Storm Water Management for New Development & Redevelopment
6. Pollution Prevention / Good Housekeeping for Municipal Operations

Permit accomplishments from the past year (2025) include:

1. Completed 18 commercial site plan reviews within the city. Development and designs were reviewed for compliance with city and state runoff treatment and runoff requirements.
2. Articles were published in the city's newsletter about storm water management.
3. Updated storm water system map in the City of Bemidji.
4. Inspected the condition of 14 of the 177 city storm sewer outlets and 4 out of 29 city storm water ponds in 2025.
5. Erosion Control Residential & Commercial Site Inspections for 2025 totaled 45 sites inspected, with a total of over 270 individual site inspections completed and documented over the course of the construction season.
6. The Street Department used the city's rubber-tired backhoe on storm water maintenance:
  - Cleaning ends of culverts (outfalls)
  - Ditch dredging
  - Pond dredging (small ponds or swales)
  - Installing rip rap materials
7. There was 349 LF of storm sewer pipe cleaned.
8. Approximately 1500 miles of street sweeping was completed which collected 457 cubic yards of street sweepings.
9. 2 manholes and catch basins had minor repairs completed on them.
10. 20 cubic yards of material was removed from storm sewer outfalls in ditches.

#### *Rain Barrel & Compost Bin Program Update*

One of the requirements of our MS4 Program is that the City is required to organize and complete a Public Involvement Activity each year. In 2022, the City implemented a rain barrel program through the Recycling Association of Minnesota (RAM) website that allows city residents to purchase rain barrels online at a discounted rate and reserve it for pick-up. In 2024, Compost Bins were added to the program.

For 2026, staff pre-ordered 96 rain barrels & 72 compost bins. Orders are accepted online using the RAM website on a first come, first serve basis until all the barrels and compost bins are purchased ahead of the pick-up date. As the program has become more popular, it's not uncommon for all barrels and bins to be sold out within a few days of being made available.

The City subsidizes a portion of the cost of the rain barrel and compost bins, so that the residents' share is \$30 for a rain barrel and \$24 for a compost bin. The total city contribution is roughly \$14,000 to supplement the program using our Stormwater Utility Fund.

#### *Construction Inspection Software Update*

Starting in 2024, staff implemented a new web-based program called "ComplianceGO" which was designed to assist with tracking active construction projects throughout the city limits and allowed staff to complete inspections from a phone or tablet. This new

program has an added feature of allowing contractors or public users to use it, without a fee, to track on-going inspections required with their projects that disturb over an acre and are also governed by a MPCA Construction Stormwater General Permit. The program tracks rainfall events in real-time and notifies staff and other users when inspections are required based on those pre-set limits set in the system. With the onboarding of a summer engineering intern in 2025, staff were able to be much more proactive in stormwater inspections, totaling nearly 300 separate site visits over the course of the summer.

#### *Adopt-a-Drain Program*

Staff have been discussing the potential implementation of an Adopt-a-Drain program for the City of Bemidji for a few years. With the June 21<sup>st</sup> derecho, it was apparent that having something in place to get community assistance to maintain our existing catch basins in potential emergency scenarios, but also for an everyday learning tool is a good idea. Hamline University has a platform that allows communities to import their storm sewer system information which allows community members and residents the ability to claim a catch basin in their neighborhood and report data to a parent website when it's cleaned & maintained. This platform would also allow for a pathway to provide information about our MS4 program and the importance of understanding where our storm water goes. Staff are still working on an implementation timeline and the exact platform but plan to roll something out before the next annual update.

Pursuant to published notice, a public hearing was held regarding the MS4 Permit – Storm Water Pollution Prevention Program. Mayor Prince opened the hearing at 6:14 p.m.

Councilmembers addressed questions with staff.

Hearing no further comments, Prince closed the Public Hearing at 6:24 p.m.

#### Public Hearing for Possible Charter Amendment (Section 6.01)

Spiczka stated that this charter amendment includes gender neutral pronouns and eliminates “indefinite term” for the City Manager. Pursuant to published notice a public hearing was held regarding input on recommended Charter Amendment for Section 6.01. Mayor Prince opened the Public Hearing at 6:26 p.m. Hearing no public comments, Mayor Prince closed the Public Hearing at 6:26 p.m.

#### Public Hearing for Possible Charter Amendment (Section 6.02)

Spiczka stated that this charter amendment provides for more flexibility in designating a person or persons to perform the duties of city manager in the event of absence, disability or vacancy. Pursuant to published notice, a public hearing was held regarding input on recommended Charter Amendment for Section 6.02. Mayor Prince opened the Public Hearing at 6:27 p.m. Hearing no public comments, Mayor Prince closed the Public Hearing at 6:28 p.m.

#### Public Hearing for Winkk Inc. (dba Keg N'Cork) for the Seasonal Expansion of Liquor License Regarding Outdoor Dining and Permit for Street/Sidewalk Café

Pursuant to published notice a public hearing was held regarding the seasonal expansion of liquor license regarding outdoor dining for Keg N'Cork. Mayor Prince opened the Public Hearing at 6:29 p.m. Hearing no public comments, Mayor Prince

closed the Public Hearing at 6:29 p.m.

**Motion by Rivera, seconded by Peterson, approving the permit to Keg N' Cork for the Seasonable Expansion of Liquor License and Street Dining. Motion carried by unanimous voice vote.**

## **Ordinances**

Consider Ordinance Amending the City of Bemidji Council-Manager Charter Amending Chapter 6 "Administration of City Affairs", Section 6.01 The City Manager

**ORDINANCE NO. 235, 3rd SERIES**, an Ordinance Amending the City of Bemidji Council-Manager Charter Amending Chapter 6 Entitled "Administration of City Affairs", Section 6.01 The City Manager was given a final reading and passed by the following unanimous roll call vote: Yeas: Eaton, Prince, Peterson, Thayer, Dickinson, Rivera, Fiskevold Gould.

**Motion by Peterson, seconded by Eaton, approving publication of a summary of Ordinance No. 235, 3rd Series. Motion carried by unanimous voice vote.**

Consider Ordinance Amending the City of Bemidji Council-Manager Charter Amending Chapter 6 "Administration of City Affairs", Section 6.02 Powers and Duties of the City Manager

**ORDINANCE NO. 236, 3rd SERIES**, an Ordinance Amending the City of Bemidji Council-Manager Charter Amending Chapter 6 Entitled "Administration of City Affairs", Section 6.02 Powers and Duties of the City Manager was given a final reading and passed by the following unanimous roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Peterson, Thayer, Rivera.

**Motion by Peterson, seconded by Thayer, approving publication of a summary of Ordinance No. 236, 3rd Series. Motion carried by unanimous voice vote.**

## **Business**

Consider Vision Statement for Local Climate Action Planning Grant

Assistant Planner Melissa Fahrenbruch reported on progress under the MPCA Local Climate Action Planning Grant and requested council direction on a vision statement for the final report and integration into the Comprehensive Plan.

Grant status & purpose

- Grant was approved in late 2024; work has been underway with the Great Plains Institute as primary consultant and HRDC as a partner.
- The grant focuses on electrification, vehicles, and charging infrastructure within a broader climate/sustainability context.
- The grant work and report need to be completed by end of June, with the final plan intended to be folded into the City's Comprehensive Plan.

Community and staff input

- Two community surveys were conducted (one led by Great Plains Institute – 33 responses; one by HRDC – over 100 responses, recently closed).
- Storm-related disruptions prevented in-person survey collection at summer picnics.
- Department heads were also asked for feedback, especially on what is realistically achievable.

Three draft vision approaches presented

1. Action-focused – more concrete steps and bullets (e.g., education, supporting private charging, exploring fleet transition).
2. Vision-focused – higher-level, value-based statement (sustainability, diverse transportation options, health/wellness), aligning with the existing Comprehensive Plan and GreenStep Cities work.
3. Metric-focused – specific numeric targets and timelines for EV adoption and infrastructure, which staff noted would be more difficult to commit to given funding and technology uncertainties.

Council discussed the three options for the climate/EV vision statement. Members expressed concern about committing to specific numeric targets or fleet transitions without clear funding, technology readiness, or broader community input, favoring a flexible, high-level statement aligned with existing Comprehensive Plan priorities. While some members preferred a more action-focused approach, the majority supported using the vision-focused option as written.

**Motion by Thayer, seconded by Eaton, to move forward with Vision Statement Approach 2: Vision-Focused as presented. Motion carried by the following roll call vote: Yeas: Thayer, Eaton, Rivera, Fiskevold Gould. Nays: Dickinson, Peterson, Prince.**

#### Approve Temporary 1-4 Day Liquor License for Jaycees Water Carnival

Councilmember Thayer requested that the temporary 1–4 day on-sale liquor license for the Bemidji Jaycees Water Carnival be removed from the consent agenda to thank the Jaycees for their long-standing community work and noted that other organizations have previously received license fee reductions or waivers under special circumstances. Thayer encouraged the Jaycees to consider formally requesting a reduction in a future year if they believe their event qualifies, emphasizing a desire for consistency and fairness across organizations.

**Motion by Rivera, second by Peterson, to Approve the Temporary 1–4 day On-Sale Liquor License for the Bemidji Jaycees Water Carnival (July 2–5). Motion carried by unanimous voice vote.**

### **Council Committee Updates**

- Councilmember Peterson had no report.
- Councilmember Thayer reported that Community & Police Advisory Committee lacked quorum but held an informational discussion on police processes; DBA meeting rescheduled.
- Councilmember Rivera reported on Public Arts Commission work (kiosk art, trash can art concepts, wastewater plant mural update, potential grant for art inventory) and HRA actions (rules for scattered site/Northland Apartments, officer elections, vacancies, residency question for commissioners).
- Councilmember Dickinson had no report.
- Councilmember Fiskevold Gould reported Sanford Center Advisory Board updates (Lakeview meeting room remodel, carpeting, operations manager hire/subcommittee, BSU food promotions) and BSU Student Senate liaison items (on-campus polling site, “Beaver Time” initiative, fee increases, AI policy work,



tree-replanting project).

- Councilmember Eaton reported State Aid Rules Committee is revising state aid rules to add flexibility, including broader use of 10-foot lanes, while maintaining safety outcomes.
- Mayor Prince reported on welcoming the “True North” Conference, attending Border States Electric ribbon-cutting (with positive feedback on City staff), participating in an Explore Minnesota roundtable, and hosting a homeschool group visit to City Hall.

Mayor Prince called for a brief recess at 7:30 p.m. Meeting reconvened at 7:35 p.m. with all members present.

### **Closed Meeting**

Motion by Peterson, seconded by Rivera to close the meeting pursuant to Minnesota Statutes Section 13D.05, Subd. 3(c) to develop or consider offers or counter offers for the sale of real property located at Norris Court NW, Tax Parcel ID 80.0461.03 in the City of Bemidji. Motion carried by unanimous voice vote. Meeting closed at 7:37 p.m.

Those in attendance: Staff: Rich Spiczka, Ainslee Krause. Legal Counsel Robert Kringler, City’s Real Estate Broker Chris Hamilton.

### **Reopen Meeting**

Having completed their business in closed meeting, Prince reopened the City Council meeting at 7:44 p.m.

**RESOLUTION NO. 6701: Approving the Sale of Real Property and Authorizing Purchase Agreement Conditioned on Future Ordinance Approval was offered by Councilmember Rivera, who moved its adoption, and upon due second by Councilmember Thayer, passed by the following unanimous roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Fiskevold Gould, Peterson.**

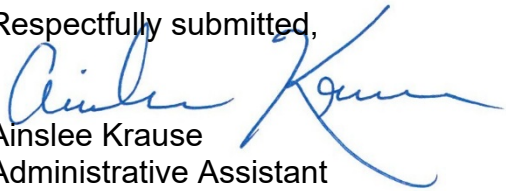
### **Upcoming Meeting**

- May 11, 2026 (5:30 p.m.) - Planning Board
- May 18, 2026 (6:00 p.m.) - Council Meeting
- May 25, 2026 - HOLIDAY
- May 26, 2026 (5:30 p.m.) - Work Session

### **Adjourn**

There being no further business, motion by Peterson, seconded by Rivera, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:46 p.m.

Respectfully submitted,

  
Ainslee Krause  
Administrative Assistant

## Bill List Summary

July 6th, 2026

| <u>Check /Wire</u> | <u>Vendor</u>                     | <u>Amount</u>       |
|--------------------|-----------------------------------|---------------------|
| 45341              | Beltrami County Auditor/Treasurer | \$3,230.71          |
| 45342 - 45449      | See Attached List                 | <u>1,949,601.01</u> |
|                    |                                   | \$1,952,831.72      |
|                    | <br>TOTAL                         | <br>\$1,952,831.72  |

# Accounts Payable

## Blanket Voucher Approval Document

User: denisea  
Printed: 06/29/2026 - 2:43PM  
Warrant Request Date: 7/7/2026  
DAC Fund:



Batch: 00407.07.2026

### COUNCIL BILL LIST

| Line | Claimant                                         | Voucher No. | Amount     |
|------|--------------------------------------------------|-------------|------------|
| 1    | 4imprint, Inc.                                   | 000045342   | 458.12     |
| 2    | Accurate Fastening Solutions                     | 000045343   | 129.00     |
| 3    | Ace On The Lake                                  | 000045344   | 1,207.21   |
| 4    | Acme Tools-Bemidji                               | 000045345   | 1,324.00   |
| 5    | Advanced Eng.& Environ.Serv., Inc.               | 000000000   | 1,381.25   |
| 6    | Alden Pool and Municipal Supply Co.              | 000045346   | 264.48     |
| 7    | Alex Air Apparatus 2 LLC                         | 000045347   | 419.13     |
| 8    | American Engineering Testing, Inc.               | 000045348   | 932.50     |
| 9    | Artisan Beer Company                             | 000045349   | 6,809.97   |
| 10   | Auto Value Bemidji                               | 000045350   | 158.96     |
| 11   | Back Country Construction & Development          | 000045351   | 44,710.04  |
| 12   | Barr Engineering Company                         | 000045352   | 11,383.40  |
| 13   | Beacon Athletics                                 | 000000000   | 1,114.66   |
| 14   | Bellboy Corporation                              | 000000000   | 8,734.20   |
| 15   | Beltrami County Auditor/Treasurer                | 000045353   | 18,150.00  |
| 16   | Bemidji Coca-Cola Bottling Co, Inc               | 000045354   | 1,106.31   |
| 17   | Bemidji Coop Ass'n, Inc.                         | 000045355   | 533.74     |
| 18   | Bemidji Paper Sales, Inc.                        | 000045356   | 2,655.05   |
| 19   | Bernick's                                        | 000000000   | 61,214.51  |
| 20   | Bessler Electric                                 | 000045357   | 6,724.00   |
| 21   | Bike Bemidji                                     | 000045358   | 300.00     |
| 22   | BNSF Railway Company                             | 000045359   | 1,597.09   |
| 23   | Bonded Lock & Key of Bemidji                     | 000045360   | 28,486.20  |
| 24   | Botzek,Luke                                      | 000000000   | 24.00      |
| 25   | Bowman & Sons Inc                                | 000045361   | 6,000.00   |
| 26   | Boyer Mechanical Services                        | 000000000   | 650.00     |
| 27   | Brasch Environmental Technologies, LLC           | 000045362   | 13,643.00  |
| 28   | Braun Intertec Corporation                       | 000000000   | 8,223.00   |
| 29   | Breakthru Beverage Minnesota Beer, LLC           | 000045363   | 1,051.75   |
| 30   | Breakthru Beverage Minnesota Wine & Spirits, LLC | 000045364   | 20,294.42  |
| 31   | Campus Recreation                                | 000045365   | 99.00      |
| 32   | Casper Construction                              | 000045366   | 160,193.49 |
| 33   | Cenex Fleetcard                                  | 000045367   | 27,914.85  |
| 34   | Cities Digital, Inc.                             | 000045368   | 2,322.92   |
| 35   | Clarion Events, Inc.                             | 000000000   | 4,414.00   |
| 36   | Clarity Glass                                    | 000045369   | 135.00     |
| 37   | Comm of MMB, Treas. Division                     | 000045370   | 680.00     |
| 38   | Core & Main                                      | 000045371   | 3,103.42   |
| 39   | Crysteel Truck Equip., Inc                       | 000045372   | 1,068.83   |
| 40   | Dahlheimer Beverage Brainerd                     | 000000000   | 5,461.00   |
| 41   | Dakota Supply Group, Inc.                        | 000000000   | 723.99     |
| 42   | Darrell's Auto Glass                             | 000045373   | 65.00      |
| 43   | Department of Employment/Econ.Dev.               | 000000000   | 1,099.74   |
| 44   | Docu Shred                                       | 000045374   | 64.77      |

Page Total: \$457,026.00

| Line | Claimant                                      | Voucher No. | Amount     |
|------|-----------------------------------------------|-------------|------------|
| 45   | Dondelinger Chev-Buick, Inc                   | 000045375   | 78.17      |
| 46   | D-S Beverages                                 | 000045376   | 60,618.93  |
| 47   | EAPC Architects Engineers                     | 000045377   | 1,657.50   |
| 48   | Exhaust Pros                                  | 000045378   | 601.00     |
| 49   | Ferguson Waterworks #2516                     | 000000000   | 4,057.39   |
| 50   | Firehouse LLC                                 | 000000000   | 24,049.24  |
| 51   | Flaherty & Hood, P. A.                        | 000045379   | 14,890.00  |
| 52   | FleetPride, Inc.                              | 000045380   | 68.99      |
| 53   | Forestedge Winery                             | 000000000   | 1,932.00   |
| 54   | Forum Communications Company                  | 000000000   | 60.00      |
| 55   | Grand Forks Fire Equipment LLC                | 000000000   | 2,093.28   |
| 56   | Greystone Construction                        | 000000000   | 223,800.00 |
| 57   | Guardian Fleet Safety                         | 000045381   | 19,052.71  |
| 58   | Guardian Pest Control, Inc                    | 000045382   | 54.51      |
| 59   | Hawkins, Inc.                                 | 000045383   | 20,055.64  |
| 60   | Herc-U-Lift, Inc                              | 000045384   | 192.92     |
| 61   | Hill's Country Greenhouse                     | 000045385   | 279.96     |
| 62   | Hokuf, Tara                                   | 000045386   | 4,503.18   |
| 63   | Home City Ice Co.                             | 000045387   | 1,054.08   |
| 64   | Image Photography & Camera Corner             | 000045388   | 96.00      |
| 65   | Imperial Supplies LLC                         | 000045389   | 647.42     |
| 66   | Ink Spot Press                                | 000045390   | 1,346.16   |
| 67   | Insightful Firefighter, LLC                   | 000045391   | 10,000.00  |
| 68   | ITS Inc.                                      | 000045392   | 7,600.00   |
| 69   | J & L Oil                                     | 000045393   | 875.00     |
| 70   | Jackson, Melissa                              | 000000000   | 122.92     |
| 71   | Jim Hirt Trucking, Inc                        | 000045394   | 2,823.19   |
| 72   | Joe's Northwoods Pest Control                 | 000045395   | 452.50     |
| 73   | Johnson Bros., Inc.                           | 000045396   | 39,813.84  |
| 74   | Jon's Refuse Solutions, Inc                   | 000045397   | 3,494.07   |
| 75   | Keller Fence Company-North, Inc               | 000045398   | 4,213.83   |
| 76   | KKWB-FM DE LA HUNT MEDIA                      | 000045399   | 200.00     |
| 77   | KLJ Engineering LLC                           | 000045400   | 902.50     |
| 78   | L & M Supply, Inc.                            | 000045401   | 217.29     |
| 79   | L & S Electric Inc                            | 000000000   | 7,949.55   |
| 80   | Lands' End Business                           | 000045402   | 1,559.59   |
| 81   | Larry's Machine Shop                          | 000045403   | 108.16     |
| 82   | LeSage, Deven                                 | 000045404   | 20.00      |
| 83   | Loucks                                        | 000045405   | 36,347.74  |
| 84   | Macqueen Emergency Group                      | 000000000   | 5,592.65   |
| 85   | Maid In Bemidji, Inc.                         | 000000000   | 1,290.07   |
| 86   | Marco                                         | 000045406   | 309.01     |
| 87   | Marco Technologies LLC                        | 000045407   | 201.07     |
| 88   | Marco Technologies, LLC                       | 000045408   | 754.70     |
| 89   | Mastin, Mike                                  | 000000000   | 16.00      |
| 90   | McKinnon Co., Inc.                            | 000045409   | 37,710.21  |
| 91   | Menards-Bemidji                               | 000045410   | 306.54     |
| 92   | Milk and Honey Ciders                         | 000045411   | 462.00     |
| 93   | Miller, Corbin                                | 000000000   | 878.35     |
| 94   | Minnkota Power Cooperative                    | 000045412   | 24,120.54  |
| 95   | Mississippi River Cities and Towns Initiative | 000045413   | 2,500.00   |
| 96   | MN Dept of Labor & Industry                   | 000045414   | 50.00      |
| 97   | MN Dept of Revenue ACH                        | 000000000   | 93,410.00  |
| 98   | MN Energy Resources                           | 000000000   | 1,195.15   |
| 99   | MN Municipal Beverage Assn                    | 000045415   | 5,700.00   |
| 100  | MN Native Landscapes                          | 000045416   | 4,925.00   |
| 101  | MN Valley Testing Lab, Inc.                   | 000000000   | 300.80     |

Page Total: \$677,611.35

| Line | Claimant                             | Voucher No. | Amount     |
|------|--------------------------------------|-------------|------------|
| 102  | MoeCo Fire & Safety                  | 000045417   | 98.85      |
| 103  | Morrison Sealcoating                 | 000045418   | 25,400.00  |
| 104  | Murray Surveying, Inc.               | 000045419   | 500.00     |
| 105  | NAPA Auto Parts/Premier              | 000045420   | 319.32     |
| 106  | Nature's Edge Garden Center          | 000045421   | 7,216.77   |
| 107  | Naylor Heating & Refrigeration, LLC  | 000000000   | 252.87     |
| 108  | NCL of Wisconsin, Inc                | 000000000   | 133.49     |
| 109  | Nei Bottling, Inc.                   | 000045422   | 356.20     |
| 110  | Northern Door & Hardware, Inc.       | 000045423   | 1,825.00   |
| 111  | Northern Paving Inc.                 | 000045424   | 12,233.85  |
| 112  | Northland Tree Service               | 000045425   | 18,000.00  |
| 113  | NW Tire, Incorporated                | 000045426   | 25.58      |
| 114  | Otter Tail Power Company             | 000045427   | 54,078.19  |
| 115  | Paskvan Real Estate LLLP             | 000045428   | 862.50     |
| 116  | Paul Bunyan Communications           | 000045429   | 3,344.57   |
| 117  | Paustis & Sons                       | 000045430   | 1,768.15   |
| 118  | Phillips Wine & Spirits              | 000045431   | 67,670.30  |
| 119  | Reierson Construction, Inc.          | 000000000   | 401,596.18 |
| 120  | Riley,Ryan                           | 000000000   | 35.00      |
| 121  | RMB Environmental Laboratories, Inc. | 000045432   | 1,728.43   |
| 122  | Saxon Fleet Services                 | 000000000   | 46,183.00  |
| 123  | Schaeffer Mfg. Co.                   | 000045433   | 1,825.18   |
| 124  | Sherwin-Williams Co                  | 000045434   | 2,665.00   |
| 125  | Skeeter Stitch                       | 000045435   | 806.20     |
| 126  | Southern Glazer's of MN              | 000045436   | 31,344.80  |
| 127  | Southside Tow & Rec, Inc             | 000045437   | 2,034.35   |
| 128  | Sparky's Construction, Inc.          | 000045438   | 91,698.34  |
| 129  | Staples Advantage                    | 000045439   | 1,286.00   |
| 130  | Stittsworth,Diana                    | 000000000   | 38.06      |
| 131  | Stoel Rives LLP                      | 000045440   | 13,920.00  |
| 132  | Streicher's                          | 000045441   | 4,692.58   |
| 133  | Superior Outdoors LLC                | 000045442   | 647.00     |
| 134  | T & K Outdoors, Inc.                 | 000045443   | 7,309.70   |
| 135  | The Wine Company                     | 000045444   | 654.18     |
| 136  | Thomson Reuters-West                 | 000045445   | 806.81     |
| 137  | USA Bluebook                         | 000045446   | 374.13     |
| 138  | Vestis                               | 000045447   | 2,074.34   |
| 139  | Vinocopia, Inc.                      | 000000000   | 6,508.74   |
| 140  | West Fargo Police Department         | 000045448   | 150.00     |
| 141  | Wood Chucks Tree Service             | 000045449   | 2,500.00   |

Page Total: \$814,963.66

Grand Total: \$1,949,601.01

**Sanford Center  
Cash Requirements  
As of Jul 7, 2026**

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

| <b>Vendor</b>                               | <b>Description</b>                       | <b>Date</b>    | <b>Amount Due</b>      |
|---------------------------------------------|------------------------------------------|----------------|------------------------|
| <b>Advanced Business Integrations</b>       | <b>Timeclock Software</b>                | <b>6/18/26</b> | <b><u>368.87</u></b>   |
| <b>ADP, Inc</b>                             | <b>Payroll Software</b>                  | <b>6/19/26</b> | <b><u>553.26</u></b>   |
| <b>Amanda Schackman</b>                     | <b>June Cell Phone Reimbursement</b>     | <b>6/30/26</b> | <b><u>60.00</u></b>    |
| <b>Arrow Printing Inc</b>                   | <b>Office Supplies</b>                   | <b>6/16/26</b> | <b><u>108.50</u></b>   |
| <b>Ashley Fearon</b>                        | <b>June Cell Phone Reimbursement</b>     | <b>6/30/26</b> | <b><u>60.00</u></b>    |
| Bemidji Coca-Cola Company                   | Inventory - Beverage                     | 6/1/26         | 518.84                 |
| Bemidji Coca-Cola Company                   | Inventory - Beverage                     | 6/1/26         | -135.00                |
| Bemidji Coca-Cola Company                   | Inventory - Beverage                     | 6/12/26        | -96.00                 |
| Bemidji Coca-Cola Company                   | Inventory - Beverage                     | 6/12/26        | <u>432.94</u>          |
| <b>Bemidji Coca-Cola Company</b>            | <b>Bemidji Coca-Cola Company</b>         |                | <b><u>720.78</u></b>   |
| Bernick's                                   | Inventory - Beer                         | 6/11/26        | 1,390.00               |
| Bernick's                                   | Inventory - Beer                         | 6/12/26        | 491.45                 |
| Bernick's                                   | CM: Inventory - Beer                     | 6/26/26        | <u>-641.40</u>         |
| <b>Bernick's</b>                            | <b>Bernick's</b>                         |                | <b><u>1,240.05</u></b> |
| <b>Brandon Mack</b>                         | <b>June Cell Phone Reimbursement</b>     | <b>6/30/26</b> | <b><u>60.00</u></b>    |
| <b>Brothers Fire &amp; Security</b>         | <b>Annual Fire Sprinkler Inspection</b>  | <b>6/25/26</b> | <b><u>1,430.00</u></b> |
| Candlewood Suites Bemidji                   | Event Lodging Reimbursable               | 6/2/26         | 5,324.22               |
| Candlewood Suites Bemidji                   | Event Lodging Reimbursable               | 6/9/26         | <u>370.00</u>          |
| <b>Candlewood Suites Bemidji</b>            | <b>Candlewood Suites Bemidji</b>         |                | <b><u>5,694.22</u></b> |
| <b>Constellation Newenergy-Gas Div. LLC</b> | <b>Utility - Natural Gas</b>             | <b>6/18/26</b> | <b><u>2,412.87</u></b> |
| D-S Beverages Inc                           | Inventory - Beer                         | 6/11/26        | 140.75                 |
| D-S Beverages Inc                           | Inventory - Beer                         | 6/12/26        | <u>108.50</u>          |
| <b>D-S Beverages Inc</b>                    | <b>D-S Beverages Inc</b>                 |                | <b><u>249.25</u></b>   |
| <b>Dacotah Paper Co</b>                     | <b>Janitorial Supplies</b>               | <b>6/16/26</b> | <b><u>1,249.95</u></b> |
| <b>Ethan Rogers</b>                         | <b>June Cell Phone Reimbursement</b>     | <b>6/30/26</b> | <b><u>60.00</u></b>    |
| Forklifts of Minneosta, Inc.                | Annual Vertical Platform Lift Inspection | 6/28/26        | 206.15                 |
| Forklifts of Minneosta, Inc.                | Annual JLG Boom Lift Inspection          | 6/28/26        | <u>422.68</u>          |
| <b>Forklifts of Minneosta, Inc.</b>         | <b>Forklifts of Minneosta, Inc.</b>      |                | <b><u>628.83</u></b>   |

**Sanford Center  
Cash Requirements  
As of Jul 7, 2026**

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| Vendor                                             | Description                                        | Date           | Amount Due              |
|----------------------------------------------------|----------------------------------------------------|----------------|-------------------------|
| <b>G &amp; R Controls Inc</b>                      | <b>HVAC Maintenance</b>                            | <b>6/15/26</b> | <b><u>165.00</u></b>    |
| <b>Green Tech Manufacturing, Inc</b>               | <b>Car Show Trophies</b>                           | <b>6/30/26</b> | <b><u>1,870.11</u></b>  |
| <b>Guardian Pest Solutions</b>                     | <b>Pest Control</b>                                | <b>6/17/26</b> | <b><u>299.11</u></b>    |
| <b>Hard Target, Inc.</b>                           | <b>Contracted EMS Reimbursable</b>                 | <b>6/16/26</b> | <b><u>249.38</u></b>    |
| <b>Heidi Neese</b>                                 | <b>June Cell Phone Reimbursement</b>               | <b>6/30/26</b> | <b><u>60.00</u></b>     |
| Higgins Heating, A/C                               | F&B Cooler Repair                                  | 6/16/26        | 211.00                  |
| Higgins Heating, A/C                               | HVAC Repair                                        | 6/17/26        | <u>235.00</u>           |
| <b>Higgins Heating, A/C</b>                        | <b>Higgins Heating, A/C</b>                        |                | <b>446.00</b>           |
| <b>Janine Johnson</b>                              | <b>June Cell Phone Reimbursement</b>               | <b>6/30/26</b> | <b><u>60.00</u></b>     |
| <b>Jason Larimer</b>                               | <b>June Cell Phone Reimbursement</b>               | <b>6/30/26</b> | <b><u>60.00</u></b>     |
| <b>Kalley Dynes Levin</b>                          | <b>June Cell Phone Reimbursement</b>               | <b>6/30/26</b> | <b><u>60.00</u></b>     |
| <b>Legends Global</b>                              | <b>Event Insurance Reimbursable</b>                | <b>6/23/26</b> | <b><u>250.00</u></b>    |
| <b>Lexi Mudrick</b>                                | <b>June Cell Phone Reimbursement</b>               | <b>6/30/26</b> | <b><u>60.00</u></b>     |
| <b>Luekens Village Foods - North</b>               | <b>Inventory - Food</b>                            | <b>6/12/26</b> | <b><u>155.83</u></b>    |
| Minnesota State Colleges & Universities            | MCR: Event Settlement Payment                      | 6/29/26        | 6,404.24                |
| Minnesota State Colleges & Universities            | MCR: Event Settlement Refund                       | 6/29/26        | <u>6,404.24</u>         |
| <b>Minnesota State Colleges &amp; Universities</b> | <b>Minnesota State Colleges &amp; Universities</b> |                | <b>12,808.48</b>        |
| <b>Morgan Skiles</b>                               | <b>June Cell Phone Reimbursement</b>               | <b>6/30/26</b> | <b><u>60.00</u></b>     |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/1/26         | 79.09                   |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/11/26        | 340.00                  |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/11/26        | 225.00                  |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/11/26        | 6,462.00                |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/11/26        | 322.50                  |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/18/26        | 2,172.50                |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/29/26        | 90.00                   |
| NLFX Professional                                  | Contracted AV Reimbursable                         | 6/30/26        | <u>925.00</u>           |
| <b>NLFX Professional</b>                           | <b>NLFX Professional</b>                           |                | <b><u>10,616.09</u></b> |
| <b>North Country Overhead Doo, LLC</b>             | <b>Overhead Door Maintenance</b>                   | <b>6/5/26</b>  | <b>245.00</b>           |

**Sanford Center  
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| Vendor                         | Description                                                                                                                                                                                                                                            | Date    | Amount Due       |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------|
| Dennis A. Noska                | HVAC Maintenance                                                                                                                                                                                                                                       | 6/26/26 | <u>250.00</u>    |
| ODP Business Solutions, LLC    | Office Supplies                                                                                                                                                                                                                                        | 6/18/26 | <u>153.38</u>    |
| OtterTail Power Company        | Utility - Electric                                                                                                                                                                                                                                     | 6/24/26 | <u>19,826.95</u> |
| Paul Bunyan Communications     | Utility - Telephone                                                                                                                                                                                                                                    | 7/1/26  | <u>1,780.24</u>  |
| Paustis Wine Company           | CM: Inventory - Wine                                                                                                                                                                                                                                   | 6/24/26 | <u>-54.00</u>    |
| Performance Food Group         | Inventory - Food                                                                                                                                                                                                                                       | 6/11/26 | 5,603.38         |
| Performance Food Group         | Inventory - Food                                                                                                                                                                                                                                       | 6/12/26 | 217.26           |
| Performance Food Group         | Inventory - Food                                                                                                                                                                                                                                       | 6/15/26 | 3,768.04         |
| Performance Food Group         | Inventory - Food                                                                                                                                                                                                                                       | 6/16/26 | 302.84           |
| Performance Food Group         | Inventory - Food                                                                                                                                                                                                                                       | 6/17/26 | -44.17           |
| Performance Food Group         | Inventory - Food                                                                                                                                                                                                                                       | 6/22/26 | <u>1,264.37</u>  |
| Performance Food Group         | Performance Food Group                                                                                                                                                                                                                                 |         | <u>11,111.72</u> |
| Powerhouse Mobile Dyno         | Car Show Mobile Dyno                                                                                                                                                                                                                                   | 6/9/26  | <u>2,250.00</u>  |
| Robert Anderson                | June Cell Phone Reimbursement                                                                                                                                                                                                                          | 6/30/26 | 60.00            |
| Robert Anderson                | Reimbursement: Catering Supplies, Office Supplies, Operating Supplies, Car Show Supplies, Event Marketing Reimbursable, Event Lodging Reimbursable, Car Show Mobile Dyno, Staff Appreciation Lunch, and Square, Adobe, Pollstar, & Canva Subscriptions | 6/30/26 | 7,434.65         |
| Robert Anderson                | Robert Anderson                                                                                                                                                                                                                                        |         | <u>7,494.65</u>  |
| Rodney Anderson                | June Cell Phone Reimbursement                                                                                                                                                                                                                          | 6/30/26 | <u>60.00</u>     |
| Sandstrom's Inc                | Inventory - Food                                                                                                                                                                                                                                       | 6/12/26 | <u>2,254.85</u>  |
| Schindler Elevator Corporation | Elevator Maintenance                                                                                                                                                                                                                                   | 7/1/26  | <u>2,237.22</u>  |
| Shelana Ysen                   | June Cell Phone Reimbursement                                                                                                                                                                                                                          | 6/30/26 | <u>60.00</u>     |
| Stephanie Hollatz              | June Cell Phone Reimbursement                                                                                                                                                                                                                          | 6/30/26 | <u>60.00</u>     |
| Trevor Johnson                 | June Cell Phone Reimbursement                                                                                                                                                                                                                          | 6/30/26 | <u>60.00</u>     |
| Vestis Group, Inc              | Laundry and Linen                                                                                                                                                                                                                                      | 6/11/26 | 1,067.27         |
| Vestis Group, Inc              | Laundry and Linen                                                                                                                                                                                                                                      | 6/11/26 | 167.49           |
| Vestis Group, Inc              | Laundry and Linen                                                                                                                                                                                                                                      | 6/18/26 | 169.69           |



**Sanford Center**  
**Cash Requirements**  
**As of Jul 7, 2026**

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| <b>Vendor</b>            | <b>Description</b>                            | <b>Date</b>    | <b>Amount Due</b>       |
|--------------------------|-----------------------------------------------|----------------|-------------------------|
| Vestis Group, Inc        | Laundry and Linen                             | 6/25/26        | 169.69                  |
| Vestis Group, Inc        | Laundry and Linen                             | 6/25/26        | <u>166.27</u>           |
| <b>Vestis Group, Inc</b> | <b>Vestis Group, Inc</b>                      |                | <b><u>1,740.41</u></b>  |
| <b>W.L. Hall Company</b> | <b>Convention Center Air Wall Maintenance</b> | <b>6/30/26</b> | <b><u>3,607.50</u></b>  |
| <b>Zepole Supply</b>     | <b>Catering Supplies</b>                      | <b>6/16/26</b> | <b><u>1,884.11</u></b>  |
|                          |                                               |                | <b><u>97,138.61</u></b> |

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# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026

**Action Requested:** Approve May Financials from Legends Global for the Sanford Center

**Prepared By:** Trevor Johnson, Director Finance, Sanford Center

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## **Background:**

For the month of May 2026, The Sanford Center was packed with events that utilized the arena and the convention center. This activity concluded the Sanford Center closing its book with a net operating income of \$29,228. This result is \$125,434 ahead of what was budgeted for May. Based on the previous forecast in April, we anticipated a loss of (\$42,694) in May. The variance for the forecast and actual income is favorable by \$71,922. This is largely in part due to the MN ASA/IT conference performing better than anticipated \$29,639.93 and indirect expenses being less than anticipated \$45,467.

The variance between the forecast and the actual net loss for May is the result of private and public events performing better than anticipated. We continue to spend on a necessity basis for indirect expenses; position vacancies and other costs within indirect expenses are also contributing to the offset of the adjusted gross income shortfall for the year. With these points, the Sanford Center is ahead of budget by \$158,537 year to date through May. We are actively continuing the search for our operation staff vacancies. We anticipate filling these open positions soon.

Coming up in June and the following months, we are excited to host the annual return of Knights of Columbus Walleye Classic, 2026 Summer Institute in American Indian Welfare, Babes Burnout and many other private events.

A recap of events for the month of May:

- Bemidji High School Prom
- Noon Rotary Meetings
- Sanford Health Nurses Award Ceremony
- BSU & NTC Commencements
- Northern MN Women's Expo
- NLFX Training
- PBC Annual Meeting
- Bemidji High School Graduation
- MN ASA IT Conference
- Harris.Schlee Wedding

The current rolling forecast as of May projects a net operating loss of (\$549,510) for FY2026; this is an increase of (\$16,165) over April's forecast. The changes in our forecast are the result of changes to the event matrix \$20,496, reduction in anticipated indirect expenses \$82,957, and changes to anticipated sponsorship revenue (\$119,618).

**Recommendation:**

Approve May Financials from Legends Global for the Sanford Center



# SANFORD CENTER



## **Sanford Center**

**FOR THE MONTH ENDING MAY 31st, 2026**

**DISTRIBUTED JUNE 25, 2026**

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

*Distribution List:*

John Drum, RVP, Legends Global  
Stephanie Dorsey, Regional Director of Finance, Legends Global  
Bobby Anderson, General Manager, The Sanford Center  
Amanda Slanovec, Director of Venue Finance, Legends Global

## LEGENDS GLOBAL ARENA MANAGEMENT - The Sanford Center

The Sanford Center

May-26

Financial Statements

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## **Legends Global Arena Management LLC**

### **The Sanford Center – Bemidji, Minnesota**

For the month of May 2026, The Sanford Center was packed with events that utilized the arena and the convention center. This activity concluded the Sanford Center closing its book with a net operating income of \$29,228. This result is \$125,434 ahead of what was budgeted for May. Based on the previous forecast in April, we anticipated a loss of (\$42,694) in May. The variance for the forecast and actual income is favorable by \$71,922. This is largely in part due to the MN ASA/IT conference performing better than anticipated \$29,639.93 and indirect expenses being less than anticipated \$45,467.

The variance between the forecast and the actual net loss for May is the result of private and public events performing better than anticipated. We continue to spend on a necessity basis for indirect expenses; position vacancies and other costs within indirect expenses are also contributing to the offset of the adjusted gross income shortfall for the year. With these points, the Sanford Center is ahead of budget by \$158,537 year to date through May. We are actively continuing the search for our operation staff vacancies. We anticipate filling these open positions soon.

Coming up in June and the following months, we are excited to host the annual return of Knights of Columbus Walleye Classic, 2026 Summer Institute in American Indian Welfare, Babes Burnout and many other private events.

A recap of events for the month of May:

- Bemidji High School Prom
- Noon Rotary Meetings
- Sanford Health Nurses Award Ceremony
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- NLFX Training
- PBC Annual Meeting
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- MN ASA IT Conference
- Harris.Schlee Wedding

The current rolling forecast as of May projects a net operating loss of (\$549,510) for FY2026; this is an increase of (\$16,165) over April's forecast. The changes in our forecast are the result of changes to the event matrix \$20,496, reduction in anticipated indirect expenses \$82,957, and changes to anticipated sponsorship revenue (\$119,618).

|                                    | Current<br>Month<br>Actual | Current<br>Month<br>Budget | Current<br>Month Act<br>vs Budget | Year to<br>Date<br>Actual | Year to<br>Date<br>Budget | Year to<br>Date<br>Act vs<br>Budget | YTD Prior<br>Year   |
|------------------------------------|----------------------------|----------------------------|-----------------------------------|---------------------------|---------------------------|-------------------------------------|---------------------|
| <b>EVENT INCOME</b>                |                            |                            |                                   |                           |                           |                                     |                     |
| Direct Event Income                |                            |                            |                                   |                           |                           |                                     |                     |
| Rental Income                      | 44,277                     | 45,865                     | (1,588)                           | 321,538                   | 317,549                   | 3,989                               | 242,505             |
| Service Revenue                    | 181,739                    | 61,713                     | 120,026                           | 489,328                   | 448,102                   | 41,226                              | 385,793             |
| Service Expenses                   | (117,674)                  | (41,879)                   | (75,795)                          | (324,191)                 | (317,921)                 | (6,270)                             | (217,935)           |
| <b>Total Direct Event Income</b>   | <b>108,342</b>             | <b>65,699</b>              | <b>42,643</b>                     | <b>486,675</b>            | <b>447,730</b>            | <b>38,945</b>                       | <b>410,363</b>      |
| <b>Ancillary Income</b>            |                            |                            |                                   |                           |                           |                                     |                     |
| F & B Concessions                  | 5,079                      | 4,950                      | 129                               | 137,131                   | 158,740                   | (21,609)                            | 98,547              |
| F & B Catering                     | 80,440                     | 28,161                     | 52,279                            | 240,248                   | 204,238                   | 36,010                              | 167,803             |
| Novelty Sales                      | 0                          | 0                          | 0                                 | 1,903                     | 3,000                     | (1,097)                             | 0                   |
| Promoter Share                     | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Promoter Share                     | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Booth Cleaning Wages               | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Other Ancillary Sales              | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| <b>Total Ancillary Income</b>      | <b>85,519</b>              | <b>33,111</b>              | <b>52,408</b>                     | <b>379,282</b>            | <b>365,978</b>            | <b>13,304</b>                       | <b>266,350</b>      |
| <b>Other Event Income</b>          |                            |                            |                                   |                           |                           |                                     |                     |
| Ot Event Related                   | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Suite Sales                        | 0                          | 0                          | 0                                 | 32,761                    | 18,400                    | 14,361                              | 24,356              |
| Club Seat Tickets                  | 0                          | 0                          | 0                                 | 3,580                     | 4,700                     | (1,120)                             | 1,421               |
| Ad Income                          | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Ticket Rebates                     | 8                          | 0                          | 8                                 | 25,690                    | 23,150                    | 2,540                               | 8,185               |
| Facility Fees                      | 0                          | 0                          | 0                                 | 56,687                    | 68,500                    | (11,813)                            | 45,923              |
| <b>Total Other Event Income</b>    | <b>8</b>                   | <b>0</b>                   | <b>8</b>                          | <b>118,718</b>            | <b>114,750</b>            | <b>3,968</b>                        | <b>79,885</b>       |
| <b>Total Event Income</b>          | <b>193,869</b>             | <b>98,810</b>              | <b>95,059</b>                     | <b>984,675</b>            | <b>928,458</b>            | <b>56,217</b>                       | <b>756,598</b>      |
| <b>OTHER OPERATING INCOME</b>      |                            |                            |                                   |                           |                           |                                     |                     |
| Luxury Suite Premiums              | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Suite Service Premium              | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Advertising & Sponsorship          | 15,981                     | 32,083                     | (16,102)                          | 103,620                   | 160,417                   | (56,797)                            | 120,694             |
| Sanford Naming Rights              | 16,667                     | 16,667                     | 0                                 | 83,333                    | 83,335                    | (2)                                 | 83,333              |
| Coke Mktg Sponsorship              | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Ice Rental Revenue                 | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Interest & Other Income            | 1,010                      | 0                          | 1,010                             | 5,743                     | 0                         | 5,743                               | 7,682               |
| <b>Total Oth. Operating Income</b> | <b>33,658</b>              | <b>48,750</b>              | <b>(15,092)</b>                   | <b>192,696</b>            | <b>243,752</b>            | <b>(51,056)</b>                     | <b>211,709</b>      |
| <b>Adjusted Gross Income</b>       | <b>227,527</b>             | <b>147,560</b>             | <b>79,967</b>                     | <b>1,177,371</b>          | <b>1,172,210</b>          | <b>5,161</b>                        | <b>968,307</b>      |
| <b>INDIRECT EXPENSES</b>           |                            |                            |                                   |                           |                           |                                     |                     |
| Salaries & Wages                   | 104,267                    | 113,384                    | (9,117)                           | 481,129                   | 566,920                   | (85,791)                            | 493,856             |
| Payroll Taxes & Benefits           | 21,013                     | 34,458                     | (13,445)                          | 153,302                   | 172,290                   | (18,988)                            | 142,047             |
| Net Salaries and Benefits          | 125,280                    | 147,842                    | (22,562)                          | 634,431                   | 739,210                   | (104,779)                           | 635,903             |
| Contracted Services                | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| General and Administrative         | 15,020                     | 19,323                     | (4,303)                           | 80,239                    | 96,615                    | (16,376)                            | 77,987              |
| Operating                          | 6,111                      | 11,392                     | (5,281)                           | 50,939                    | 68,628                    | (17,689)                            | 61,235              |
| Repairs & Maintenance              | 1,576                      | 5,797                      | (4,221)                           | 14,260                    | 37,456                    | (23,196)                            | 15,007              |
| Operational Supplies               | 773                        | 6,443                      | (5,670)                           | 18,056                    | 24,215                    | (6,159)                             | 39,801              |
| Insurance                          | 15,818                     | 16,625                     | (807)                             | 79,092                    | 83,125                    | (4,033)                             | 23,782              |
| Utilities                          | 22,826                     | 25,417                     | (2,591)                           | 214,399                   | 195,385                   | 19,014                              | 173,918             |
| ASM Management Fees                | 10,895                     | 10,927                     | (32)                              | 54,477                    | 54,635                    | (158)                               | 53,045              |
| Other Mgmt Fees                    | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| Other                              | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| <b>Total Indirect Expenses</b>     | <b>198,299</b>             | <b>243,766</b>             | <b>(45,467)</b>                   | <b>1,145,893</b>          | <b>1,299,269</b>          | <b>(153,376)</b>                    | <b>1,080,678</b>    |
| Net Income (Loss)                  | <b>\$ 29,228</b>           | <b>(\$ 96,206)</b>         | <b>\$ 125,434</b>                 | <b>\$ 31,478</b>          | <b>(\$ 127,059)</b>       | <b>158,537</b>                      | <b>(\$ 112,371)</b> |
| <b>Non-Operating Income</b>        |                            |                            |                                   |                           |                           |                                     |                     |
| City of Bemidji Subsidy            | 0                          | 0                          | 0                                 | 175,000                   | 0                         | 0                                   | 0                   |
| Property Insurance                 | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | (38,566)            |
| Extraordinary Items                | 0                          | 0                          | 0                                 | 0                         | 0                         | 0                                   | 0                   |
| <b>Adjusted Net Income (Loss)</b>  | <b>\$ 29,228</b>           | <b>(\$ 96,206)</b>         | <b>\$ 125,434</b>                 | <b>\$ 206,478</b>         | <b>(\$ 127,059)</b>       | <b>333,537</b>                      | <b>(\$ 150,937)</b> |

## ASSETS

### Current Assets

|                      |    |               |         |
|----------------------|----|---------------|---------|
| Cash                 | \$ | 611,499       |         |
| Accounts Receivable  |    | 194,648       |         |
| Prepaid Assets       |    | 110,376       |         |
| Inventory            |    | <u>61,243</u> |         |
| Total Current Assets |    |               | 977,766 |

### Fixed Assets

|                       |  |          |   |
|-----------------------|--|----------|---|
| Building              |  | 0        |   |
| Machinery & Equipment |  | 0        |   |
| Acc. Depreciation     |  | <u>0</u> |   |
| Total Fixed Assets    |  |          | 0 |

### Other Assets

|                    |  |          |          |
|--------------------|--|----------|----------|
| Other Assets       |  | 0        |          |
| Deposits           |  | <u>0</u> |          |
| Total Other Assets |  |          | <u>0</u> |

|                     |  |                  |                       |
|---------------------|--|------------------|-----------------------|
| <b>Total Assets</b> |  | <b><u>\$</u></b> | <b><u>977,766</u></b> |
|---------------------|--|------------------|-----------------------|

## LIABILITIES AND EQUITY

### Current Liabilities

|                               |    |          |         |
|-------------------------------|----|----------|---------|
| Accounts Payable              | \$ | 229,571  |         |
| Working Capital Loan          |    | 350,000  |         |
| Accrued Expenses              |    | 56,865   |         |
| Deferred Income               |    | 118,987  |         |
| Advance Ticket Sales/Deposits |    | 75,287   |         |
| Other Current Liabilities     |    | <u>0</u> |         |
| Total Current Liabilities     |    |          | 830,710 |

### Equity

|                    |  |                |                |
|--------------------|--|----------------|----------------|
| Net Funds Received |  | 0              |                |
| Retained Earnings  |  | (59,780)       |                |
| Net Income (Loss)  |  | <u>206,836</u> |                |
| Total Equity       |  |                | <u>147,056</u> |

|                                       |  |                  |                       |
|---------------------------------------|--|------------------|-----------------------|
| <b>Total Liabilities &amp; Equity</b> |  | <b><u>\$</u></b> | <b><u>977,766</u></b> |
|---------------------------------------|--|------------------|-----------------------|

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**The Sanford Center  
2026  
Rolling Forecast**

|                                          | Year to Date<br>Actual<br>Thru<br>May | Projected<br>June<br>Thru<br>12/31/2026 | Rolling<br>Forecast<br>Fiscal YE<br>12/31/2026 | Budget<br>Fiscal<br>Year Ending<br>12/31/2026 | Variance<br>Positive<br>/<br>(Negative) | Percentage<br>Change<br>Increase<br>(Decrease) | Prior Year<br>Actual<br>Fiscal YE<br>12/31/2025 | Variance<br>Positive<br>/<br>(Negative) | Percentage<br>Change<br>Increase<br>(Decrease) |
|------------------------------------------|---------------------------------------|-----------------------------------------|------------------------------------------------|-----------------------------------------------|-----------------------------------------|------------------------------------------------|-------------------------------------------------|-----------------------------------------|------------------------------------------------|
| Event Income                             |                                       |                                         |                                                |                                               |                                         |                                                |                                                 |                                         |                                                |
| Direct Event Income                      |                                       |                                         |                                                |                                               |                                         |                                                |                                                 |                                         |                                                |
| Rental Income                            | 321,538                               | 283,390                                 | 604,928                                        | 613,694                                       | (8,766)                                 | -1.43%                                         | 504,148                                         | 100,780                                 | 19.99%                                         |
| Service Income                           | 489,328                               | 372,098                                 | 861,426                                        | 1,003,644                                     | (142,218)                               | -14.17%                                        | 813,776                                         | 47,650                                  | 5.86%                                          |
| Service Expenses                         | (324,191)                             | (219,195)                               | (543,386)                                      | (688,044)                                     | 144,658                                 | -21.02%                                        | (518,214)                                       | (25,172)                                | 4.86%                                          |
| Total Direct Event Income                | 486,675                               | 436,293                                 | 922,968                                        | 929,294                                       | (6,326)                                 | -0.68%                                         | 799,710                                         | 123,258                                 | 15.41%                                         |
| Ancillary Income                         |                                       |                                         |                                                |                                               |                                         |                                                |                                                 |                                         |                                                |
| F & B Concessions                        | 137,131                               | 106,881                                 | 244,012                                        | 301,621                                       | (57,609)                                | -19.10%                                        | 221,473                                         | 22,539                                  | -43.23%                                        |
| F & B Catering                           | 240,248                               | 253,196                                 | 493,444                                        | 447,864                                       | 45,580                                  | 10.18%                                         | 504,966                                         | (11,522)                                | 55.24%                                         |
| Novelty Sales                            | 1,903                                 | 1,250                                   | 3,153                                          | 11,750                                        | (8,597)                                 | -73.17%                                        | 4,703                                           | (1,550)                                 | -64.57%                                        |
| Total Ancillary Income                   | 379,282                               | 361,327                                 | 740,609                                        | 761,235                                       | (20,626)                                | -2.71%                                         | 731,142                                         | 9,467                                   | 1.29%                                          |
| Other Event Income                       |                                       |                                         |                                                |                                               |                                         |                                                |                                                 |                                         |                                                |
| Luxury Box Ticket Sales                  | 32,761                                | 18,000                                  | 50,761                                         | 46,000                                        | 4,761                                   | 10.35%                                         | 24,356                                          | 26,405                                  | -64.28%                                        |
| Club Seat Ticket Sales                   | 3,580                                 | 3,000                                   | 6,580                                          | 10,700                                        | (4,120)                                 | 0.00%                                          | 1,421                                           | 5,159                                   | -88.39%                                        |
| Event Advertising Income                 | -                                     | -                                       | -                                              | -                                             | -                                       | 0.00%                                          | -                                               | -                                       | 0.00%                                          |
| Ticket Rebates (Per Event)               | 25,690                                | 15,300                                  | 40,990                                         | 44,450                                        | (3,460)                                 | -7.78%                                         | 45,861                                          | (4,871)                                 | -93.70%                                        |
| Facility Fees                            | 56,687                                | 72,300                                  | 128,987                                        | 164,800                                       | (35,813)                                | -21.73%                                        | 156,287                                         | (27,300)                                | -40.74%                                        |
| Total Other Event Income                 | 118,718                               | 108,600                                 | 227,318                                        | 265,950                                       | (38,632)                                | -14.53%                                        | 227,925                                         | (607)                                   | -0.27%                                         |
| Total Event Income                       | 984,675                               | 906,220                                 | 1,890,895                                      | 1,956,479                                     | (65,584)                                | -3.35%                                         | 1,758,777                                       | 132,118                                 | 7.51%                                          |
| Other Operating Income                   | 192,696                               | 235,628                                 | 428,324                                        | 599,000                                       | (170,676)                               | -28.49%                                        | 557,840                                         | (129,516)                               | -23.22%                                        |
| Adjusted Gross Income                    | 1,177,371                             | 1,141,848                               | 2,319,219                                      | 2,555,479                                     | (236,260)                               | -9.25%                                         | 2,316,617                                       | 2,602                                   | 0.11%                                          |
| Operating Expenses                       |                                       |                                         |                                                |                                               |                                         |                                                |                                                 |                                         |                                                |
| Employee Salaries and Wages              | 481,129                               | 779,571                                 | 1,260,700                                      | 1,360,615                                     | (99,915)                                | -7.34%                                         | 1,259,598                                       | 1,102                                   | -8.07%                                         |
| Benefits                                 | 153,302                               | 236,558                                 | 389,860                                        | 413,481                                       | (23,621)                                | -5.71%                                         | 353,901                                         | 35,959                                  | 5.11%                                          |
| Net Employee Wages and Benefits          | 634,431                               | 1,016,129                               | 1,650,560                                      | 1,774,096                                     | (123,536)                               | -6.96%                                         | 1,613,499                                       | 37,061                                  | -4.84%                                         |
| General and Administrative               | 80,239                                | 121,225                                 | 201,464                                        | 232,840                                       | (31,376)                                | -13.48%                                        | 210,219                                         | (8,755)                                 | 14.15%                                         |
| Operations                               | 50,939                                | 36,335                                  | 87,274                                         | 107,650                                       | (20,376)                                | -18.93%                                        | 116,746                                         | (29,472)                                | 14.44%                                         |
| Repair & Maintenance                     | 14,260                                | 61,380                                  | 75,640                                         | 141,050                                       | (65,410)                                | -46.37%                                        | 33,640                                          | 42,000                                  | 35.60%                                         |
| Supplies                                 | 18,056                                | 35,285                                  | 53,341                                         | 63,800                                        | (10,459)                                | -16.39%                                        | 86,158                                          | (32,817)                                | -84.87%                                        |
| Insurance                                | 79,092                                | 116,375                                 | 195,467                                        | 199,500                                       | (4,033)                                 | -2.02%                                         | 185,662                                         | 9,805                                   | -111.39%                                       |
| Utilities                                | 214,399                               | 259,615                                 | 474,014                                        | 455,000                                       | 19,014                                  | 4.18%                                          | 435,324                                         | 38,690                                  | -3.70%                                         |
| SMG Management Fees                      | 54,477                                | 76,492                                  | 130,969                                        | 131,127                                       | (158)                                   | -0.12%                                         | 127,308                                         | 3,661                                   | -3.00%                                         |
| Total Operating Expenses                 | 1,145,893                             | 1,722,836                               | 2,868,729                                      | 3,105,063                                     | (236,334)                               | 11.72%                                         | 2,808,556                                       | 60,173                                  | -4.97%                                         |
| Net Income (Loss) From Operations        | 31,478                                | (580,988)                               | (549,510)                                      | (549,584)                                     | 74                                      | -0.01%                                         | (491,939)                                       | (57,571)                                | 11.70%                                         |
| Other Income (Expenses)                  | 175,000                               | 175,000                                 | 350,000                                        | 350,000                                       | -                                       |                                                | 350,000                                         | -                                       | 0.00%                                          |
| Net Income After Other Income (Expenses) | 206,478                               | (405,988)                               | (199,510)                                      | (199,584)                                     | 74                                      | -0.04%                                         | (141,939)                                       | (57,571)                                | 40.56%                                         |

**The Sanford Center**  
**Fiscal Year 2026**  
**Operating Cash Flow Forecast**

| <b>Month Ending</b>                               | <b>June<br/>6/30/2026</b> | <b>July<br/>7/31/2026</b> | <b>August<br/>8/30/2026</b> | <b>September<br/>9/30/2026</b> |
|---------------------------------------------------|---------------------------|---------------------------|-----------------------------|--------------------------------|
| <b>Beg Cash Flow (Non Ticketing/Unrestricted)</b> | <b>604,007.49</b>         | <b>525,436.49</b>         | <b>243,212.49</b>           | <b>384,560.49</b>              |
| F&B Revenue                                       | 26,681.00                 | 10,000.00                 | 50,000.00                   | 30,000.00                      |
| Rent Revenue                                      | 20,000.00                 | 10,000.00                 | 23,000.00                   | 7,600.00                       |
| Service Revenue                                   | 10,000.00                 | 5,000.00                  | 10,000.00                   | 15,000.00                      |
| Ticketing Transer                                 |                           |                           |                             |                                |
| A/R Collections                                   | 160,000.00                | 25,000.00                 |                             |                                |
| Sanford Naming Rights                             |                           |                           | 200,000.00                  |                                |
| <b>Total Inflows</b>                              | <b>216,681.00</b>         | <b>50,000.00</b>          | <b>283,000.00</b>           | <b>52,600.00</b>               |
| <b>Net Employee Wages and Benefits</b>            | (110,000.00)              | (165,000.00)              | (120,000.00)                | (130,000.00)                   |
| Uncashed AP Checks                                | -                         | -                         | -                           | -                              |
| Unpaid AP                                         | (110,000.00)              | (50,000.00)               | (100,000.00)                | -                              |
| General and Administrative                        | (12,000.00)               | (19,000.00)               | (13,000.00)                 | (20,000.00)                    |
| Operations                                        | (3,000.00)                | (3,100.00)                | (8,700.00)                  | (7,000.00)                     |
| Repair & Maintenance                              | (3,000.00)                | (3,600.00)                | (400.00)                    | (250.00)                       |
| Supplies                                          | (3,700.00)                | (972.00)                  | (15,000.00)                 | (3,300.00)                     |
| Insurance                                         | (16,625.00)               | (16,625.00)               | (16,625.00)                 | (16,625.00)                    |
| <b>Utilities</b>                                  | (21,000.00)               | (23,000.00)               | (22,000.00)                 | (46,000.00)                    |
| SMG Management Fees                               | (10,927.00)               | (10,927.00)               | (10,927.00)                 | (10,927.00)                    |
| <b>Sales Tax</b>                                  | (5,000.00)                | (40,000.00)               | (10,000.00)                 | (60,000.00)                    |
| Other Cash Outflows                               |                           |                           |                             |                                |
| <b>Total Outflows</b>                             | <b>(295,252.00)</b>       | <b>(332,224.00)</b>       | <b>(316,652.00)</b>         | <b>(294,102.00)</b>            |
| <b>Available Cash</b>                             | <b>525,436.49</b>         | <b>243,212.49</b>         | <b>209,560.49</b>           | <b>143,058.49</b>              |
| <b>Other Cash Inflow/Outflow</b>                  |                           |                           |                             |                                |
| Intercompany Payments                             |                           |                           |                             |                                |
| Funding                                           |                           |                           | 175,000.00                  |                                |
| <b>Ending Cash balance</b>                        | <b>525,436.49</b>         | <b>243,212.49</b>         | <b>384,560.49</b>           | <b>143,058.49</b>              |

# BUSINESS LICENSES APPROVALS - 2026

| Type of License                               | Business Name                                    | Business Location             | Fee Paid |
|-----------------------------------------------|--------------------------------------------------|-------------------------------|----------|
| <b>Carnivals/Circus</b>                       | MERRIAM'S MIDWAY SHOWS                           | WITHIN BEMIDJI CITY LIMITS    | \$240.00 |
|                                               |                                                  |                               |          |
| <b>Hemp Business Initial Registration</b>     | HARMONY NATURAL FOOD COOP                        | 302 IRVINE AVENUE NW          | \$125.00 |
|                                               | State License Expiration Date: December 12, 2026 |                               |          |
| <b>Hemp Business Registration 1st Renewal</b> | HARMONY NATURAL FOOD COOP                        | 302 IRVINE AVENUE NW          | \$125.00 |
|                                               | State License Expiration Date: December 12, 2026 |                               |          |
| <b>Massage Therapist</b>                      | YANGE GONG                                       | 2219 PAUL BUNYAN DR NW #9     | \$120.00 |
|                                               | Asian Massage                                    |                               |          |
| <b>Restaurant/Food Service</b>                | BACKYARD BUTCHERS                                | WITHIN BEMIDJI CITY LIMITS    | \$35.00  |
|                                               | MOBILE VENDOR                                    |                               |          |
|                                               | BIG RIVER SCOOP                                  | 219 BEMIDJI AVENUE N          | \$35.00  |
|                                               |                                                  |                               |          |
|                                               | ERBERT & GERBERT'S                               | 1500 BEMIDJI AVE N SUITE 100  | \$35.00  |
|                                               |                                                  |                               |          |
|                                               | JIMMY JOHNS                                      | 1000 PAUL BUNYAN DRIVE NW SUI | \$35.00  |
|                                               |                                                  |                               |          |
|                                               | MOMMA'S LIP SMACKING BURRITO                     | WITHIN BEMIDJI CITY LIMITS    | \$35.00  |
|                                               | MOBILE VENDOR                                    |                               |          |
|                                               | SOTA SIPS COFFEE                                 | WITHIN BEMIDJI CITY LIMITS    | \$35.00  |
|                                               | MOBILE VENDOR                                    |                               |          |
|                                               | SUPER BUFFET CHINESE RESTAURANT                  | 2450 PAUL BUNDAN DR NW        | \$35.00  |
|                                               |                                                  |                               |          |
|                                               | THE BUBBLY BABE                                  | WITHIN BEMIDJI CITY LIMITS    | \$35.00  |
|                                               | MOBILE VENDOR                                    |                               |          |
|                                               |                                                  |                               |          |
| <b>Used Car Lots</b>                          | BOB LOWTH FORD                                   | 3010 BEMIDJI AVENUE N         | \$65.00  |
|                                               |                                                  |                               |          |

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Declare Vehicle Surplus  
**Prepared By:** David LaZella, Police Captain

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## **Background:**

According to the Bemidji City Code Subdivision IV, Sec. 2-541, Disposal of Excess Property, the City Manager may, from time to time, recommend to the Council that certain property owned by the City is no longer needed for a municipal purpose and should be sold.

The Police Department recommends that the following vehicle be declared surplus:

2019 Ford Police Interceptor SUV: VIN: **1FM5K8AR6KGA52850**

Based on vehicle mileage, operating and physical condition, this vehicle is no longer viable to be used as a police vehicle.

## **Recommendation:**

Authorize the City Manager/Police Department to dispose of said property.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Approve Gear Washer and Extractor Grant from State of Minnesota  
**Prepared By:** Justin M. Sherwood - Fire Chief

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## **Background:**

Despite being more physically fit and healthier than the general population, both career and volunteer/paid-on-call firefighters experience cancer at higher rates than those in the communities they serve. Studies continue to show that firefighters are acutely exposed to known carcinogens during structure and other fires and are continually exposed through turnout gear soiled by toxic combustion byproducts.

In recent years, fire departments across Minnesota have implemented turnout gear decontamination procedures post-fire events to help reduce firefighter exposure to toxic combustion byproducts. At the same time, mechanical turnout gear washers/extractors/dryers have been introduced as an effective and efficient means for firefighters to clean their soiled turnout gear and greatly reduce their exposure to combustion byproducts. Since its inception, this program has awarded more than \$2.5 million to the Minnesota Fire Service.

## **Recommendation:**

Staff requests that the Bemidji City Council approve the Bemidji Fire Department's entry into a reimbursement agreement with the Minnesota Department of Public Safety - State Fire Marshal Division for eligible costs associated with the purchase and installation of firefighter turnout gear cleaning equipment, not to exceed a total cost of \$7,931.25. As part of the agreement, the Bemidji Fire Department will contribute \$2056.25 as a match.



# State of Minnesota Fire Service Advisory Committee Allocation Agreement Gear Washer & Extractor Program

Gear Washer & Extractor Program Application No. 4

This Fire Service Advisory Committee Allocation Gear Washer & Extractor Program Agreement ("Agreement") is entered into by the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("DPS-SFM"), and Bemidji Fire Department ("Recipient"). DPS-SFM and Recipient may be referred to jointly as "Parties."

## Recitals

**WHEREAS**, pursuant to Minn. Stat. §§ 297I.06, subd. 3 and 299F.012, the fire safety account ("FSA") is established in the state treasury and the Commissioner of Public Safety ("Commissioner") is authorized to expend funds for activities and programs recommended by the Fire Service Advisory Committee ("FSAC"); and

**WHEREAS**, following publication of a Notice of Request for Submissions for State Fiscal Year 2026 One-Time Fire Safety Account Proposals in the Minnesota State Register on April 14, 2025, FSAC reviewed and recommended funding allocations from the FSA, including funding for the Gear Washer and Extractor Program administered by the Department of Public Safety, State Fire Marshal Division (DPS-SFM); and

**WHEREAS**, the Recipient submitted an application to DPS-SFM for participation in the Gear Washer and Extractor Program and was determined by DPS-SFM to be eligible for reimbursement under the program requirements

**NOW THEREFORE**, the Parties agree as follows:

## Agreement

### 1. Term of Agreement

1.1 This Agreement will become effective on the date the last signature is obtained and will expire on June 30, 2027, or when all obligations pursuant to this Agreement have been satisfactorily fulfilled, whichever occurs last.

### 2. Scope of Reimbursement, Budget Detail, and Reimbursement Provisions

DPS-SFM will provide reimbursement to Recipient for costs subsequently identified. Expenses incurred by the Recipient are only eligible for reimbursement if those expenses are incurred prior to June 30, 2027. No expenses incurred by the Recipient after June 30, 2027 will be eligible for reimbursement by DPS-SFM under this Agreement. Reimbursement amount is determined by DPS-SFM based on Recipients application and currently available funds. Recipient is also required to provide a match in the total cost.

#### 2.1 Reimbursement Authorization and Match Requirement

Subject to the terms of this Agreement and the availability of appropriated funds, the Minnesota Department of Public Safety, State Fire Marshal Division ("DPS-SFM") agrees to reimburse the Recipient for eligible costs associated with the purchase and installation of approved firefighter turnout gear cleaning equipment identified in the Recipient's approved application under the 2026–2027 Gear Washer/Extractor Program.

Eligible expenses must be incurred on or before June 30, 2027. Any costs incurred after June 30, 2027 are not eligible for reimbursement under this Agreement. The reimbursement amount is based upon the Recipient's approved application, equipment category, and required local match percentage established by DPS-SFM.

The Recipient was approved for the purchase/Installation of: Gear Washer/Extractor

The Recipient's fire department service population falls within the 25,001-50,000 population category, requiring a local match contribution equal to Thirty-Five ( 35%) of the total approved reimbursement amount.

The total approved reimbursement amount is Seven Thousand Nine Hundred Thirty-One and 25/100 Dollars (\$ 7,931.25 ), allocated as follows:

Recipient required match: Two Thousand Fifty-Six and 25/100 Dollars (\$ 2,056.25 ); and DPS-SFM reimbursement amount not to exceed Five Thousand Eight Hundred Seventy-Five and 0/100 Dollars (\$ 5,875.00 ).

Reimbursement is limited to actual eligible and documented expenses and shall not exceed the maximum reimbursement amount stated above.

## 2.2 Reimbursement Documentation and Financial Reporting

The Recipient shall submit reimbursement requests to DPS-SFM supported by a reconciled financial summary identifying actual expenses related to the approved equipment purchase and installation described in Section 2.1.

Reimbursement requests must include:

- Itemized invoices;
- Proof of payment;
- Installation documentation, if applicable; and
- Any additional supporting documentation reasonably requested by DPS-SFM.

The Recipient shall submit reimbursement documentation electronically to [fm.grants.dps@state.mn.us](mailto:fm.grants.dps@state.mn.us), or their designee, no later than thirty (30) calendar days following the end of the calendar quarter in which the expenses were incurred. For example, expenses incurred between April 1 and June 30 must be submitted no later than July 30 of that same calendar year.

## 2.3 Review and Approval of Reimbursement Requests

Upon receipt of a reimbursement request submitted pursuant to Section 2.2, DPS-SFM shall review the request and supporting documentation to determine whether the expenses are eligible and allowable under this Agreement and the program requirements.

If the reimbursement request is approved, DPS-SFM shall notify the Recipient within a reasonable timeframe. If DPS-SFM identifies any disputed, incomplete, or ineligible expense, DPS-SFM shall notify the Recipient within forty-five (45) calendar days following receipt of the reimbursement request.

The Parties shall work cooperatively to resolve any disputed reimbursement items prior to the applicable State fiscal year accounting close (“hard close”) associated with the fiscal year in which the expenses were incurred. Any expense determined by DPS-SFM to be ineligible, unsupported, or outside the scope of the approved application shall remain the sole responsibility of the Recipient and shall not be reimbursed by DPS-SFM.

Following approval of a reimbursement request, the Recipient shall submit an itemized invoice to DPS-SFM reflecting the approved reimbursement amount.

2.4 Payment

DPS-SFM shall process approved reimbursement payments through the Statewide Integrated Financial Tools (“SWIFT”) system within thirty (30) calendar days after receipt of a proper invoice from the Recipient for approved expenses.

2.5 Compliance with Laws and Program Requirements

The Parties agree to comply with all applicable federal and state laws, rules, regulations, policies, procedures, and program requirements governing the 2026–2027 Gear Washer/Extractor Program and this Agreement, including applicable policies and procedures of the Department of Public Safety, DPS-SFM, and the Recipient.

3. Authorized Representatives

The DPS-SFM Authorized Representative is the person below, or his successor:

Name: Anne Olson  
Address: Department of Public Safety; State Fire Marshal Division  
445 Minnesota Street, Ste. 145  
St Paul, MN 55101  
Telephone: 651-201-7206  
Email Address: fm.grants.dps@state.mn.us

The Recipient’s Authorized Representative is the person below, or his/her successor:

Name: Attn: Justin Sherwood  
Address: Bemidji Fire Department  
318 5th St NW  
Bemidji, MN 56601  
Telephone: 218-333-1899  
E-mail Address: firechief@ci.bemidji.mn.us

The Parties may change their authorized representatives at any time by providing the other Party with written/email notification within ten (10) days of such change.

4. Assignment, Amendments, Waiver, and Agreement Complete

- 4.1 Assignment. Neither Party may assign or transfer any rights or obligations under this Agreement.
- 4.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized signatories or their successors.



- 4.3 Waiver. If a Party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 4.4 Agreement Complete. This Agreement contains all negotiations and requirements between the Recipient and the DPS-SFM. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

## **5. Liability**

The State and Recipient agree 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. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Recipient's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

## **6. State Audits**

Under Minnesota Statutes section 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from expiration of this Agreement.

## **7. Government Data Practices**

Both parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either DPS-SFM or the Recipient.

If the Recipient receives a request to release data referred to in this clause, the Recipient will immediately notify and consult with the DPS-SFM Authorized Representative as to how the Recipient will respond to the request. Recipient's response to the request will comply with applicable law.

## **8. Venue**

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.

## **9. Termination**

9.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Termination must be by written or fax notice to the other party. The State is not obligated to reimburse costs incurred after notice and effective date of termination.

9.2 Termination for Insufficient Funding.

The State may immediately terminate this Agreement if the funding mechanism contemplated by the Agreement is impacted by any legislative change to the provisions of Minn. Stat. § 299F.012, or any successor provision thereto, in a manner that would cause this Agreement to be held invalid under Minnesota law.

## **10. Severability**

Each provision of this Agreement will be interpreted in a way that is valid under applicable Minnesota law. If any provision is held invalid, the remainder of this Agreement will remain in full effect.

## **11. Survival of Terms**

The following clauses survive the expiration or termination of this Agreement: 5. Liability; 6. State Audits; 7. Government Data Practices; and 8. Venue. Any other Agreement term that expressly states or by its nature shall survive, shall survive.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Print Name: Anne Olson  
Signed by:  
Signature: Anne Olson  
098E4CAE0BE5476...  
Title: Grant Coordinator Date: 06/18/2026  
SWIFT Purchase Order No. 3000112049

3. DEPARTMENT OF PUBLIC SAFETY;  
STATE FIRE MARSHAL  
With delegated authority

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

2. RECIPIENT

Recipient certifies that the appropriate person has executed this Agreement on its behalf as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Justin M. Sherwood  
Signed by:  
Signature: Justin Sherwood  
36E89A41A9034DC...  
Title: Fire Chief Date: 06/22/2026

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Approve Quote from Jacobson's Concrete & Masonry for the Paul Bunyan Plaza Concrete Project  
**Prepared By:** Scott Schroeder, Parks & Trails Director

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## **Background:**

City staff has identified the need to lower a stormwater catch basin within Paul Bunyan Plaza. During rain events, the current drainage flow causes stormwater to collect within a planter area, resulting in landscape materials being washed away. This has created unnecessary maintenance and ongoing upkeep needs for City staff.

To address this issue, the City requested proposals for the Paul Bunyan Plaza Concrete Project, located at 300 Bemidji Avenue NW. The project includes the installation of approximately 1,002.5 square feet of 6-inch colored concrete, light grading, dowel installation, rebar reinforcement, finishing, curing, and cleanup of the project area.

The City will complete the concrete removals and lower the stormwater structure prior to the contractor beginning work. Per the RFP, work shall be completed in 2026 and shall not begin before September 14, 2026.

## **Quote Summary**

Staff received three quotes for the project. The cost estimates are listed below from lowest to highest:

| <b>Contractor</b>             | <b>Quote Amount</b> |
|-------------------------------|---------------------|
| Jacobson's Concrete & Masonry | \$9,750.00          |
| Bowman and Sons               | \$10,000.00         |
| Crete & Co LLC                | \$14,028.00         |

Based on the submitted quotes, Jacobson's Concrete & Masonry provided the lowest cost estimate for the Paul Bunyan Plaza Concrete Project. The submitted proposal includes colored concrete replacement, dowel installation, and rebar reinforcement consistent with the general scope of the RFP.

Awarding the project will allow the City to complete the concrete replacement in 2026 while improving the condition, appearance, and long-term usability of the plaza area.



**Recommendation:**

Staff recommend City Council approve the quote from Jacobson's Concrete & Masonry in the amount of \$9,750 for the Paul Bunyan Plaza Concrete Project.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Motion to approve  
**Prepared By:** Scott Schroeder, Parks & Trails Director

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## **Background:**

The June 20, 2025 storm resulted in significant damage to the City's urban forest, requiring the removal of numerous trees across public rights-of-way and City-owned properties. As part of the City's recovery and reforestation efforts, the Parks & Trails Department applied for the 2026 DNR ReLeaf grant. A portion of the grant funding request included the planting of 186 trees within a specific area identified under the grant requirements.

The Parks & Trails Department is seeking approval for contractor services to complete procurement, installation, and one year of establishment care for the 186 trees. Proper installation and follow-up watering are critical to the survival and long-term health of newly planted trees.

Services shall include procuring, installing, and providing establishment care for 186 trees. The contractor shall also supply and install 36 cubic yards of double-shredded mulch and construct three-foot mulch rings at each tree. In addition, the contractor shall install City-supplied tree stakes, tree guards, and tree watering bags. The contractor shall provide watering services for a period of one year from the respective planting dates. Water for watering operations shall be supplied by the City.

## **Contractor Selection**

There was a bidding process that included an RFP being sent out to vendors. The City received a solo bid from Nature's Edge Garden Center of Bemidji, MN for the price of \$166,043.40. Nature's Edge Garden Center was selected based on acquiring the proper licenses/certifications spelled out in the grant requirements. As well as their ability to complete the required tree procurement, installation, and establishment care services in accordance with the grant scope and City needs. The scope of work includes the procurement and installation of 186 trees, mulch installation, placement of City-supplied tree stakes, guards, and watering bags, and one year of watering and establishment care.

## **Recommendation:**

Approve the selection of Nature's Edge Garden Center of Bemidji, MN to complete procurement, installation, and one year of establishment care for 186 trees in the amount of \$166,043.40 to be funded by the 2026 DNR ReLeaf Community Forest Grant.

## CONSULTANT SERVICE CONTRACT

This Contract (the "Contract") is made this \_\_\_\_ day of July, 2026, by and between the City of Bemidji, a municipal corporation under the laws of the State of Minnesota, located at 317 4th Street NW, Bemidji, MN 56601, and Nature's Edge Garden Center, a *Landscape company* under the laws of the State of *Minnesota*, located at 51676 US-71, Bemidji, MN 56601 ("CONSULTANT"); (collectively the "PARTIES").

WHEREAS, CITY requires services in conjunction for the 2026 Community Tree Project (exhibit 1) (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish all labor, materials, equipment, and services necessary to complete the 2026 Community Tree Project in accordance with Exhibit 1, including tree installation, mulching, staking, tree guard installation, watering bag installation, and ongoing watering services. Work shall begin on or after September 1, 2026. Tree installation shall be completed within two weeks of the start date (weather pending), and watering services shall continue for one year from the date of the 186th tree installation, with water to be supplied by CITY.

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

### SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference (the "services").
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1 requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate for such additional services prior to CITY's authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate that formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, of this Contract, additional



compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT 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 Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties or services.

- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance amounts specified herein have been verified by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such insurance coverage shall be maintained at all times while this Contract is in effect.

1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, subject to the requirements in this and including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

|                              |                                                                                                                                                                    |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Worker's Compensation        | Statutory Limits                                                                                                                                                   |
| Employer's Liability         | \$100,000 bodily injury by accident<br>\$100,000 bodily injury by disease<br>aggregate                                                                             |
| Commercial General Liability | \$1,000,000 property damage and<br>bodily injury per occurrence<br>\$2,000,000 annual aggregate<br>\$2,000,000 annual aggregate<br>Products – Completed Operations |

2. Except as provided below, CONSULTANT's Workers' Compensation insurance must provide coverage for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance, or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If at any time while this Contract is in effect CONSULTANT ceases to be exempt from the requirement to maintain Workers' Compensation coverage, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance documenting such coverage.
3. CONSULTANT's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). 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 Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) (for purposes of clarity, CITY shall not be an additional insured on CONSULTANT's professional liability policy if such insurance is required in this Contract) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

## SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Parks & Trails Director, in accordance with Section III of this Contract.



- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1 in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1.
- D. Scott Schroeder, CITY's Parks & Trails Director, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services performed by CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

### SECTION III – CONSIDERATION

- A. **Suspension for Nonpayment.** Except for a good faith dispute, if CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's Parks & Trails Director and expenses within Thirty (30) days after the date of CONSULTANT's invoice, CONSULTANT may, after giving Seven (7) days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability to CITY, suspend services and withhold Project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services rendered to the date of suspension along with applicable expenses and charges related to the services rendered by CONSULTANT to CITY to the date of suspension.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, September 15, 2026, weather pending or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon Seven (14) written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing, including payment for services performed or furnished to the date and time of termination to the satisfaction of the CITY's Parks & Trails Director, computed in accordance with Section III of this Contract. Termination shall not act to discharge any liability incurred by either PARTY during the term of this Contract. Such liability shall continue until discharged by law, this Contract, adjudication, or another subsequent agreement between the PARTIES discharging, settling, waiving, and/or releasing such liability.

- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1 pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of this Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Services / Work.** If any services/work performed by CONSULTANT are abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services/work performed to the satisfaction of the CITY's Parks & Trails Director prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price equivalent to the percentage of the scope of services in Exhibit 1 completed by CONSULTANT to the satisfaction of the CITY's Parks & Trails Director, as determined by CITY.

#### SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officials, directors, employees, and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's subcontractors, agents, employees, members, vendors, or delegates with respect to this Contract, the Project, or the services. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT's indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld, conditioned, or delayed. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, CONSULTANT will at all times during the term of this Contract keep in force policies of insurances required in Section I of this Contract. Nothing in this Contract shall be construed to waive any immunities, defenses, or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees, members, and agents, from and against any



claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services by CONSULTANT provided hereunder.

#### SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that; (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it. Each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

**CITY:**

Scott Schroeder, Parks & Trails Director

City of Bemidji

1351 5<sup>th</sup> Street NW

Bemidji, MN 56601

Phone: 218-333-1861

Email: [Scott.Schroeder@ci.bemidji.MN.US](mailto:Scott.Schroeder@ci.bemidji.MN.US)

**CONSULTANT:**

Nature's Edge Garden Center, Ryan Makela, Project Manager

51676 US-71, Bemidji, MN 56601

Phone: 218-766-0340

Email: [Ryan@naturesedgegardencenter.com](mailto:Ryan@naturesedgegardencenter.com)

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data, which is specifically identified as a Project deliverable by this Contract, or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.
- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT under this Contract, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/work required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

- G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- H. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract 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, pandemic, 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 Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.



- M. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- O. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during their tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- P. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under services/work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the services/work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business, and (b) CITY understands that the Materials have been prepared for a specific project and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- Q. **Governing Law.** This Contract 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 Contract without regard to its choice of law or conflict of laws principles.
- R. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements, and all other applicable state or federal rules, regulations or orders pertaining to data privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those services, work, and functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is otherwise available from CITY, except as required by the terms of this Contract.

- S. **Cybersecurity Incident Reporting.** CONSULTANT acknowledges that CONSULTANT by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting CITY.
- T. **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 Contract 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 Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- U. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- V. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract by CONSULTANT, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- W. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in CITY property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within Thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- X. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its

invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

- Y. **Entire Contract.** 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 Contract.
- Z. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- AA. **Survivability.** All covenants, indemnities, guarantees, releases, liability, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- BB. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

*Remainder of page intentionally left blank.*



## SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

### CONSULTANT:

Nature's Edge Garden Center

By:   
(Signature)  
Title: Project Manager  
Print Name: Ryan Makela

Date: 6/24/2026

### CITY OF BEMIDJI,

By: \_\_\_\_\_  
Jorge Prince, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Spiczka, Its City Manager

Date: \_\_\_\_\_

## EXHIBIT 1

## Community Tree Project: Additional Information and Clarifications

### Submittals

We will furnish the city with a certificate of compliance stating the species, sizes, quantities furnished, and nursery supplier.

Below are two certifications that one of our Project Managers, Owen Haywood, holds. He is one of our six MN DOT Certified Landscape Specialists. If awarded the project, he would be assigned as Project Manager.

MN DNR Tree Inspector, MN DOT Certified Landscape Specialist



### Substitutions

We do not anticipate any substitutions at this time.

### Underground Utilities

Nature's Edge Garden Center will handle all coordination with utility locators.

### Watering Plan

We are currently working with Great River Greening on two watering projects local to Bemidji. One has plantings around the city of Bemidji, and one has plantings at the Bemidji Regional Interdistrict Counsel (BRIC).

Our plan is to continue with the same operation as on the other two projects. We currently have a 1000 gallon water tank mounted to a dump truck. The truck is outfitted with a hose reel and a manual pump. We avoid driving on sidewalks and turf with this vehicle.

Our vehicle will be outfitted with flashing beacons for safety. We will not require traffic control for this project.

We will provide weekly updates and documentation of what has been planted, including the plant date for each tree location. All communication is to be sent via email to Scott Schroeder at [scott.schroeder@ci.bemidji.mn.us](mailto:scott.schroeder@ci.bemidji.mn.us).

We will provide monthly updates and documentation of the watering operations. This will include occurrence dates, total water usage, and any tree health issues that have been identified.

## ADVERTISEMENT FOR PROPOSALS 2026 COMMUNITY TREE PROJECT

The City of Bemidji, Minnesota, will receive proposals and quotes for the "2026 Tree Planting Project" – until 2:30 p.m., Tuesday, June 23, 2026, at the office of the Parks and Trails Director at the Public Works Facility located at 1351 5<sup>th</sup> Street NW, Bemidji, MN 56601, at which time all proposals will be publicly opened, and read aloud.

The project consists of: (attached specifications)

The work shall be started on September 1<sup>st</sup>, 2026, with a fully completed project one year from the 186<sup>th</sup> tree installation date (2027); Tree installation on or after September 1<sup>st</sup>, 2026 and be completed within two weeks of the start date; Supply 36 yards of double shredded mulch and install 3 foot diameter mulch rings; Installation of 186 City supplied tree stake kits, Installation of City supplied 166 tree guards; installation of City supplied 166 tree bags; Watering a variety of 186 tree stock for a year from plant date. Water to be supplied by the City.

Proposal and quote documents may be delivered to The City Parks and Trails Director; [scott.schroeder@ci.bemidji.mn.us](mailto:scott.schroeder@ci.bemidji.mn.us), or mailed at 1351 5th Street NW, Bemidji, MN 56601.

Please contact us at (218) 333-1861 if you have any questions.

## Quote Proposal

Proposal of Nature's Edge Garden Center (herein-after called "Contractor"),  
organized and existing under the laws of the State of Minnesota,  
doing business as (\*) a corporation.

(\*) Insert "a corporation", "a partnership" or "an individual" as applicable.

Contractor hereby proposes to perform all work for the construction of the 2026 Community Tree Project in strict accordance with the Specification Documents, within the time set forth therein, and at the prices stated below.

By submission of this Quote, each Contractor certifies, and in the case of a joint Quote, each party hereto certifies as to his own organization, that this Quote has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Quote with any other Contractor or with any competitor.

Contractor hereby agrees to commence work under this contract on or after September 1<sup>st</sup>, 2026, and to fully complete the project one year from the 186th tree installation date in accordance with scheduling requirements on the cover letter.

Contractor agrees to perform all the work described in the Specification Documents for the following unit prices:

THE UNDERSIGNED also agrees as follows:

1. To complete all work as specified in the Plans.
2. Within ten (10) days after the contract is awarded, the Contractor shall execute the contract and provide the Owner with a satisfactory Performance Bond equal to five percent (5%) of the total project award. The bond shall guarantee faithful performance of the work and payment of project-related bills.
3. That this Quote cannot be withdrawn within sixty (60) calendar days after the scheduled time for receipt of bids.
4. That it is the understanding that the Owner may accept or reject any or all quotes.

Respectfully submitted:

Ryan Makela - Project Manager  
Signature/Title  
51676 US 71-S, Bemidji, MN 56601  
Address

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Address

20101563

\_\_\_\_\_  
License No. (If applicable)

218 766 2668

\_\_\_\_\_  
Phone Number





## SCHEDULE OF PRICES

### 2026 Community Tree Project

| SPECIES                  | 15 Gallon | Cost per | Total cost |
|--------------------------|-----------|----------|------------|
| Quaking Aspen            |           |          |            |
| Birch, Paper             |           |          |            |
| Beech                    | 2         | 429      | 858        |
| Buckeye, Autumn Splendor |           |          |            |
| Coffeetree, Kentucky     | 1         | 420      | 420        |
| Crabapple                | 1         | 340      | 340        |
| Elm, Princeton           | 2         | 372      | 744        |
| Hackberry                | 5         | 436      | 2180       |
| Ironwood, American       | 1         | 429      | 429        |
| Linden, American Sentry  | 1         | 400      | 400        |
| Locust Northern Acclaim  | 1         | 456      | 456        |
| Maple, Red               |           |          |            |
| Maple, Sugar             | 1         | 557      | 557        |
| Mountain Ash Showy       | 6         | 445      | 2670       |
| Oak, Swamp white         |           |          |            |
| Tamarack                 | 3         | 420      | 1260       |
| White Pine               |           |          |            |

24

10,314

| B&B | Cost per | Total cost |
|-----|----------|------------|
| 9   | 480      | 4,320      |
| 8   | 560      | 4,480      |
| 10  | 600      | 6,000      |
| 9   | 600      | 5,400      |
| 11  | 540      | 5,940      |
|     |          |            |
| 12  | 400      | 4,800      |
| 16  | 400      | 6,400      |
| 14  | 600      | 8,400      |
| 12  | 425      | 5,100      |
| 12  | 475      | 5,700      |
| 7   | 462      | 3,234      |
| 10  | 600      | 6,000      |
|     |          |            |
| 15  | 462      | 6,930      |
|     |          |            |
| 17  | 420      | 7,140      |

162

79,844

| ITEM | 2026 COMMUNITY TREE PROJECT |
|------|-----------------------------|
|------|-----------------------------|

| NO | ITEM                                         | UNIT        | QTY | AMOUNT               |
|----|----------------------------------------------|-------------|-----|----------------------|
| 1  | VARIETY OF TREES                             | LUMP SUM    | 186 | 90,158               |
| 2  | INSTALLATION VARIETY OF TREES                | LUMP SUM    | 186 | 26,700               |
| 3  | DOUBLE SHREDDED MULCH 4"<                    | YARDS       | 36  | 2,160                |
| 4  | WATERING VARIETY OF TREES                    | FREQUENCIES | 30  | 47,025.40            |
|    | <b>2026 COMMUNITY TREE PROJECT- SUBTOTAL</b> |             |     | <b>\$ 166,043.40</b> |

**City of Bemidji  
Community Tree project  
SPECS**

**PART 1 GENERAL**

**1.01 SUBMITTALS**

- A. Furnish the City with a certificate of compliance stating the species, sizes, quantities furnished, and nursery supplier.
- B. Per funding source requirements (DNR Grant), bidders need to have the following staff member certifications to qualify the proposal. Bidders must submit proof of certifications at the time of submittal of bid.
  - 1. MN DNR Tree inspector Certification
  - 2. MN DOT Certified Landscape Specialist

**1.02 REFERENCES**

- A. ANSI 260, American Standard for Nursery Stock

**1.03 WARRANTY**

- A. All material shall be guaranteed by the Contractor to be in good, healthy, and vigorous conditions of active growth typical of the species for a period of one full year from planting date.
- B. Material that at any time during the Warranty period dies or is in obviously declining condition shall be removed immediately and replaced as soon as favorable conditions exist. This determination will be decided between the Contractor and City Arborist by June of 2027.
- C. At the end of the warranty period, replace material that, in the opinion of the Contractor and Owner, is in an unhealthy or unsightly condition. Remove rejected materials from the site and replace as originally specified.

**1.04 WAGE REQUIREMENTS**

- A. Per the funding source (DNR Grant), there is a requirement by state statute for the wages to be paid prevailing using Beltrami County wage determinations.
- B. It is the Contractors responsibility to follow state regulations pertaining to the prevailing wage standards and procedures.

## **PART 2 PRODUCTS**

### **2.01 TREES**

- A. A variety of 186 tree stock, balled and burlapped and container sizes (15 gallon) to be planted and warranted for **ONE** year from the trees "plant date". Trees to be of size and type as indicated in the attached exhibits.
- B. Ball and burlapped tree stock cannot exceed a 2.5" caliper. Container (15 gallon) tree stock minimum of 1.25" and cannot exceed 2" caliper
- C. Substitutions will be considered, if the substitute is of the same Genus.
- D. Straight trunks with leader intact, undamaged, and uncut. Old abrasions and cuts shall be completely callused over. Measure when branches are in their normal position. Height and spread dimensions specified refer to the main body of the tree and not from branch or root tip to tip.
- E. The determining measurement for trees shall be the caliper, which shall be taken 6 inches above the ground for trees up to 2.5" caliper.
- F. Tree guards will be supplied by the City and shall be installed by the Contractor on each tree. With the exception to the 17 White Pines and 3 Tamarack.

### **2.02 MULCH**

- A. The contractor shall create three-foot diameter mulch rings around the base of the tree.
- B. Double shredded hardwood mulch 4" <.
- C. The mulch will be a consistent depth of four inches.

### **2.03 TREE STAKING**

- A. The City will supply tree staking for the Contractor to install on each newly planted tree.
- B. Each newly planted tree will consist of three stakes.

### **2.04 TREE GUARDS**

- A. The City will supply tree guards for the Contractor to install on each newly planted tree.
- B. Each newly planted tree will consist of one tree guard. With the exception to the 17 White Pines and 3 Tamarack.

## 2.05 WATERING

- A. The City will supply water and the contractor is responsible for checking in at the Public Works office prior to getting water. Public Works facility, 1351 5<sup>th</sup> St NW, Bemidji, MN. Hours of operation, 8:00am – 3:30pm, Monday – Friday. Closed on federal/state holidays.
- B. The City will supply a 15 gallon tree bag for each newly planted tree for the Contractor to install at the time of planting and use during the watering process. With the exception to the 17 White Pines and 3 Tamarack.
- C. The Contractor will water each newly planted tree at a minimum of twice a week for the first four weeks.
- D. After the first the four weeks, the Contractor will water each newly planted tree at a minimum of once a week through the growing season. (May 1<sup>st</sup> - October 15<sup>th</sup>)

## PART 3 EXECUTION

### 3.01 PLANTING TREES, TREE GUARDS, MULCH AND STAKING

- A. Contractor shall start planting the trees on or after September 1<sup>st</sup>, 2026 and be completed within two weeks of the start date. (weather-pending mutual agreement)
- B. It will be the responsibility of the contractor to call in locates for utilities prior to any soil excavation. Contractor is responsible for spoils from digging holes.
- C. The contractor will be given access to the City's "tree collector" app with precise locations of trees. Along with a document noting where trees are to be planted. (see attached exhibits)
- D. Excavate pits, beds, and trenches with vertical sides and with the bottom of the excavation slightly raised at the center to provide proper drainage. Loosen hard subsoils in the bottom of the excavation.
- E. For balled and burlapped trees, make excavations at least half again as wide as the ball diameter and equal to the ball depth. Allow for setting the ball on a 3 inch layer of good quality topsoil.
- F. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to the size of the container width and depth. Cut into the sides of the root ball, approximately 1/3 through the ball to loosen the root mass prior to planting.
- G. Retain a portion of the existing subsoils and thoroughly mix approximately 25% with 75% new topsoil. Place the soil mixture under and around the new plantings.
- H. Set the balled and burlapped stock on a layer of good quality topsoil and subsoil mixture, plumb and in the center of the pit or trench with the top of the ball 3" higher than the adjacent finished landscape elevations. Remove the burlap from the top and 1/3 the depth of the sides of balls. Retain the burlap on the remaining 2/3 of the sides and bottom. When the planting is set, place additional backfill around the base and sides of ball, and work each layer to settle the backfill and eliminate voids and air pockets.



- I. Fill approximately 1/2 of the excavations with the topsoil and subsoil mixture, then water thoroughly and allow it to percolate out before placing additional backfill. Once the backfill operations are complete, thoroughly water the plants again.
- J. Set container grown stock as specified for balled and burlapped stock. Remove and dispose of all containers.
- K. The wire basket and burlap must be removed and disposed of by Contractor.
- L. Create three-foot diameter mulch pits around all trees. Provide not less than a 4-inch depth of mulch and finish level with the adjacent finished elevations.
- M. Stake trees for each tree is required, immediately after planting.
- N. Tree guards for each tree is required, immediately after planting. With the exception to the 17 White Pines and 3 Tamarack.
- O. Tree bags for each tree is required, immediately after planting. With the exception to the 17 White Pines and 3 Tamarack.

### 3.02 WATERING

- A. Watering **MUST** take place weekly throughout the growing season (May 1<sup>st</sup> – October 15<sup>th</sup>) by filling the 15 gallon water bags supplied by the City. (weather pending)
- B. The Contractor will water each newly planted tree at a minimum of twice a week for the first four weeks.
- C. After the first the four weeks, the Contractor will water each newly planted tree at a minimum of once a week through the growing season. (May 1st - October 15th)
- D. Each tree shall not go more than two weeks without receiving either 1.25" of rain or a watering visit.
- E. Each watering visit shall consist of filling the watering bag on the tree to full capacity (15 gallons, depending on the bag).
- F. Avoid driving on the sidewalks in the residential areas (right of ways) to fill tree bags.
- G. Avoid driving on the turf as much as possible in the Park areas. Try to stay on the trails within the park system. Equipment will need to have flashing beacons for safety.
- H. Bidders must submit a detailed watering plan with bid proposal.

### **3.03 PROTECTION AND CLEANING**

- A. Keep the pavements/concrete clean and the work area in an orderly condition during landscaping work.
- B. Turf area around the planting sight to be clean of any debris caused by the planting practices
- C. Protect the landscape work and materials from damage due to landscape operations. Maintain the protection measures during the installation and maintenance periods.

## **PART 4 REQUIRED REPORTING**

### **4.01 PLANTING DOCUMENTATION**

- D. Contractor is responsible for weekly updates and documentation of what has been planted.
- E. Documentation must include the plant date for each tree location.
- F. The documents will be sent via email; [scott.schroeder@ci.bemidji.mn.us](mailto:scott.schroeder@ci.bemidji.mn.us)

### **4.02 WATERING DOCUMENTATION**

- A. Contractor is responsible for monthly updates and documentation of watering operations.
- B. Documentation must include dates of each tree locations watering practices.
- C. Documentation must include total water usage.
- D. The documents will be sent by contractor via email; [scott.schroeder@ci.bemidji.mn.us](mailto:scott.schroeder@ci.bemidji.mn.us)

**END OF SECTION**

# EXHIBIT

| Size | Species                    | Location | NearestAddress          |
|------|----------------------------|----------|-------------------------|
| B&B  | Ironwood, American         | BLVD     | 802 Mississippi Ave NW  |
| 15   | Coffeetree Kentucky        | BLVD     | 525 MISSISSIPPI AVE NW  |
| B&B  | Ironwood, American         | BLVD     | 524 6TH ST NW           |
| B&B  | Elm, Princeton             | BLVD     | 607 MISSISSIPPI AVE NW  |
| B&B  | Ironwood, American         | BLVD     | 623 MISSISSIPPI AVE NW  |
| B&B  | Oak, Swamp White           | BLVD     | 707 MISSISSIPPI AVE NW  |
| 15   | Beech                      | BLVD     | 713 MISSISSIPPI AVE NW  |
| B&B  | Ironwood, American         | BLVD     | 807 MISSISSIPPI AVE NW  |
| B&B  | Maple, Red                 | BLVD     | 817 MISSISSIPPI AVE NW  |
| B&B  | Hackberry                  | BLVD     | 823 MISSISSIPPI AVE NW  |
| B&B  | Maple Sugar                | BLVD     | 901 MISSISSIPPI AVE NW  |
| 15   | Ironwood, American         | BLVD     | 905 MISSISSIPPI AVE NW  |
| B&B  | Linden, American Sentry    | BLVD     | 913 MISSISSIPPI AVE NW  |
| B&B  | Maple Sugar                | BLVD     | 1009 MISSISSIPPI AVE NW |
| B&B  | Mountain Ash Showy         | BLVD     | 1013 MISSISSIPPI AVE NW |
| B&B  | Linden, American Sentry    | BLVD     | 1101 MISSISSIPPI AVE NW |
| B&B  | Elm, Princeton             | BLVD     | 1103 MISSISSIPPI AVE NW |
| B&B  | Beech                      | BLVD     | 1111 MISSISSIPPI AVE NW |
| B&B  | Maple, Red                 | BLVD     | 1121 MISSISSIPPI AVE NW |
| B&B  | Hackberry                  | BLVD     | 1121 MISSISSIPPI AVE NW |
| B&B  | Maple Sugar                | BLVD     | 1012 MISSISSIPPI AVE NW |
| B&B  | Locust Northern Acclaim    | BLVD     | 1006 MISSISSIPPI AVE NW |
| B&B  | Linden, American Sentry    | BLVD     | 1000 MISSISSIPPI AVE NW |
| B&B  | Oak, Swamp White           | BLVD     | 918 MISSISSIPPI AVE NW  |
| B&B  | Beech                      | BLVD     | 904 MISSISSIPPI AVE NW  |
| B&B  | Buckeye, "Autumn Splendor" | BLVD     | 820 MISSISSIPPI AVE NW  |
| B&B  | Beech                      | BLVD     | 712 MISSISSIPPI AVE NW  |
| B&B  | Ironwood, American         | BLVD     | 622 MISSISSIPPI AVE NW  |
| B&B  | Oak, Swamp White           | BLVD     | 622 MISSISSIPPI AVE NW  |
| B&B  | Beech                      | BLVD     | 622 MISSISSIPPI AVE NW  |
| B&B  | Coffeetree Kentucky        | BLVD     | 521 6TH ST NW           |
| B&B  | Locust Northern Acclaim    | BLVD     | 521 6TH ST NW           |
| B&B  | Oak, Swamp White           | BLVD     | 518 MISSISSIPPI AVE NW  |
| B&B  | Elm, Princeton             | BLVD     | 901 PARK AVE NW         |
| B&B  | Beech                      | BLVD     | 901 PARK AVE NW         |
| 15   | Hackberry                  | BLVD     | 525 Mississippi Ave NW  |
| 15   | Beech                      | BLVD     | 525 MISSISSIPPI AVE NW  |
| 15   | Locust Northern Acclaim    | BLVD     | 525 MISSISSIPPI AVE NW  |
| B&B  | Maple Sugar                | BLVD     | 607 Mississippi Ave NW  |
| B&B  | Coffeetree Kentucky        | BLVD     | 611 MISSISSIPPI AVE NW  |
| B&B  | Hackberry                  | BLVD     | 615 MISSISSIPPI AVE NW  |
| B&B  | Hackberry                  | BLVD     | 623 MISSISSIPPI AVE NW  |
| B&B  | Ironwood, American         | BLVD     | 701 MISSISSIPPI AVE NW  |
| B&B  | Elm, Princeton             | BLVD     | 709 MISSISSIPPI AVE NW  |
| B&B  | Maple, Red                 | BLVD     | 721 MISSISSIPPI AVE NW  |
| B&B  | Coffeetree Kentucky        | BLVD     | 721 MISSISSIPPI AVE NW  |
| B&B  | Maple Sugar                | BLVD     | 801 MISSISSIPPI AVE NW  |
| 25   | Hackberry                  | BLVD     | 807 MISSISSIPPI AVE NW  |
| B&B  | Oak, Swamp White           | BLVD     | 811 MISSISSIPPI AVE NW  |
| B&B  | Beech                      | BLVD     | 815 MISSISSIPPI AVE NW  |
| B&B  | Oak, Swamp White           | BLVD     | 921 MISSISSIPPI AVE NW  |
| 20   | Elm, Princeton             | BLVD     | 1001 MISSISSIPPI AVE NW |
| B&B  | Buckeye, "Autumn Splendor" | BLVD     | 1009 MISSISSIPPI AVE NW |
| B&B  | Coffeetree Kentucky        | BLVD     | 1013 Mississippi Ave NW |
| 20   | Hackberry                  | BLVD     | 1021 MISSISSIPPI AVE NW |
| B&B  | Ironwood, American         | BLVD     | 1101 MISSISSIPPI AVE NW |
| B&B  | Hackberry                  | BLVD     | 1006 MISSISSIPPI AVE NW |
| B&B  | Maple Sugar                | BLVD     | 918 MISSISSIPPI AVE NW  |
| B&B  | Elm, Princeton             | BLVD     | 904 MISSISSIPPI AVE NW  |
| B&B  | Buckeye, "Autumn Splendor" | BLVD     | 522 9TH ST NW           |
| B&B  | Maple, Red                 | BLVD     | 820 MISSISSIPPI AVE NW  |



|     |                            |      |                        |
|-----|----------------------------|------|------------------------|
| B&B | Locust Northern Acclaim    | BLVD | 802 MISSISSIPPI AVE NW |
| B&B | Linden, American Sentry    | BLVD | 724 MISSISSIPPI AVE NW |
| B&B | Elm, Princeton             | BLVD | 724 MISSISSIPPI AVE NW |
| B&B | Buckeye, "Autumn Splendor" | BLVD | 708 MISSISSIPPI AVE NW |
| B&B | Coffeetree Kentucky        | BLVD | 704 MISSISSIPPI AVE NW |
| 15  | Hackberry                  | BLVD | 700 MISSISSIPPI AVE NW |
| B&B | Locust Northern Acclaim    | BLVD | 700 MISSISSIPPI AVE NW |
| B&B | Ironwood, American         | BLVD | 521 6TH ST NW          |
| B&B | Mountain Ash Showy         | BLVD | 801 PARK AVE NW        |
| B&B | Coffeetree Kentucky        | BLVD | 805 PARK AVE NW        |
| B&B | Maple Sugar                | BLVD | 805 PARK AVE NW        |
| B&B | Hackberry                  | BLVD | 819 PARK AVE NW        |
| B&B | Ironwood, American         | BLVD | 819 PARK AVE NW        |
| B&B | Coffeetree Kentucky        | BLVD | 1001 PARK AVE NW       |
| B&B | Hackberry                  | BLVD | 1019 PARK AVE NW       |
| B&B | Oak, Swamp White           | BLVD | 1107 PARK AVE NW       |
| B&B | Beech                      | BLVD | 1117 PARK AVE NW       |
| B&B | Buckeye, "Autumn Splendor" | BLVD | 1018 PARK AVE NW       |
| B&B | Maple, Red                 | BLVD | 1016 PARK AVE NW       |
| B&B | Mountain Ash Showy         | BLVD | 623 10TH ST NW         |
| B&B | Maple Sugar                | BLVD | 922 PARK AVE NW        |
| B&B | Coffeetree Kentucky        | BLVD | 922 PARK AVE NW        |
| B&B | Locust Northern Acclaim    | BLVD | 912 PARK AVE NW        |
| B&B | Ironwood, American         | BLVD | 912 PARK AVE NW        |
| B&B | Oak, Swamp White           | BLVD | 615 9TH ST NW          |
| B&B | Locust Northern Acclaim    | BLVD | 611 IRVINE AVE NW      |
| B&B | Linden, American Sentry    | BLVD | 705 IRVINE AVE NW      |
| B&B | Elm, Princeton             | BLVD | 723 IRVINE AVE NW      |
| B&B | Mountain Ash Showy         | BLVD | 907 IRVINE AVE NW      |
| B&B | Coffeetree Kentucky        | BLVD | 1001 IRVINE AVE NW     |
| B&B | Linden, American Sentry    | BLVD | 1121 IRVINE AVE NW     |
| B&B | Oak, Swamp White           | BLVD | 1006 IRVINE AVE NW     |
| B&B | Elm, Princeton             | BLVD | 914 IRVINE AVE NW      |
| B&B | Beech                      | BLVD | 906 IRVINE AVE NW      |
| B&B | Buckeye, "Autumn Splendor" | BLVD | 822 IRVINE AVE NW      |
| B&B | Hackberry                  | BLVD | 808 IRVINE AVE NW      |
| B&B | Coffeetree Kentucky        | BLVD | 804 AMERICA AVE NW     |
| B&B | Maple Sugar                | BLVD | 313 8TH ST NW          |
| B&B | Ironwood, American         | BLVD | 815 AMERICA AVE NW     |
| B&B | Oak, Swamp White           | BLVD | 1001 AMERICA AVE NW    |
| B&B | Elm, Princeton             | BLVD | 1014 AMERICA AVE NW    |
| B&B | Hackberry                  | BLVD | 1011 American Ave NW   |
| B&B | Buckeye, "Autumn Splendor" | BLVD | 1022 AMERICA AVE NW    |
| B&B | Locust Northern Acclaim    | BLVD | 1021 PARK AVE NW       |
| B&B | Ironwood, American         | BLVD | 1101 PARK AVE NW       |
| B&B | Linden, American Sentry    | BLVD | 1101 PARK AVE NW       |
| B&B | Elm, Princeton             | BLVD | 1117 PARK AVE NW       |
| B&B | Hackberry                  | BLVD | 914 PARK AVE NW        |
| B&B | Linden, American Sentry    | BLVD | 615 9TH ST NW          |
| B&B | Ironwood, American         | BLVD | 621 IRVINE AVE NW      |
| B&B | Oak, Swamp White           | BLVD | 707 IRVINE AVE NW      |
| B&B | Beech                      | BLVD | 811 IRVINE AVE NW      |
| B&B | Buckeye, "Autumn Splendor" | BLVD | 813 IRVINE AVE NW      |
| B&B | Maple, Red                 | BLVD | 905 IRVINE AVE NW      |
| B&B | Hackberry                  | BLVD | 1011 IRVINE AVE NW     |
| B&B | Locust Northern Acclaim    | BLVD | 1107 IRVINE AVE NW     |
| B&B | Maple Sugar                | BLVD | 812 IRVINE AVE NW      |
| B&B | Locust Northern Acclaim    | BLVD | 809 AMERICA AVE NW     |
| B&B | Linden, American Sentry    | BLVD | 901 AMERICA AVE NW     |
| B&B | Oak, Swamp White           | BLVD | 918 AMERICA AVE NW     |
| B&B | Coffeetree Kentucky        | BLVD | 901 MINNESOTA AVE NW   |

|                                |               |                         |
|--------------------------------|---------------|-------------------------|
| B&B Hackberry                  | BLVD          | 910 MINNESOTA AVE NW    |
| B&B Locust Northern Acclaim    | BLVD          | 916 MINNESOTA AVE NW    |
| B&B Locust Northern Acclaim    | BLVD          | 1119 BELTRAMI AVE NW    |
| B&B Mountain Ash Showy         | BLVD          | 1019 BELTRAMI AVE NW    |
| B&B Maple, Red                 | BLVD          | 1006 BELTRAMI AVE NW    |
| B&B Ironwood, American         | BLVD          | 221 10TH ST NW          |
| B&B Linden, American Sentry    | BLVD          | 1110 MINNESOTA AVE NW   |
| B&B Oak, Swamp White           | BLVD          | 1111 BELTRAMI AVE NW    |
| 15 Maple Sugar                 | BLVD          | 502 Beltrami Ave NW     |
| 15 Mountain Ash Showy          | BLVD          | 317 4TH ST NW           |
| 15 Linden, American Sentry     | BLVD          | 519 MINNESOTA AVE NW    |
| 15 Hackberry                   | BLVD          | 510 BELTRAMI AVE NW     |
| 15 Hackberry                   | BLVD          | 519 BELTRAMI AVE NW     |
| B&B Aspen, Quaking             | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Aspen, Quaking             | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Aspen, Quaking             | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Aspen, Quaking             | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Aspen, Quaking             | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Birch, Paper               | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Birch, Paper               | Cameron       | 2504 BIRCHMONT DR NE    |
| B&B Linden, American Sentry    | County Lot    | 402 8TH ST NW           |
| B&B Elm, Princeton             | County Lot    | 402 8TH ST NW           |
| B&B Hackberry                  | County Lot    | 402 8TH ST NW           |
| B&B Birch, Paper               | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B Birch, Paper               | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B Birch, Paper               | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B Oak, Swamp White           | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B Birch, Paper               | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B Birch, Paper               | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B Oak, Swamp White           | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Diamond Point | 1710 BIRCHMONT DR NE    |
| B&B White Pine                 | Gordon Falls  | 1102 MISSISSIPPI AVE NW |
| B&B White Pine                 | Gordon Falls  | 1102 MISSISSIPPI AVE NW |
| B&B Locust Northern Acclaim    | Gordon Falls  | 1102 MISSISSIPPI AVE NW |
| B&B Linden, American Sentry    | Gordon Falls  | 1102 MISSISSIPPI AVE NW |
| B&B White Pine                 | Library Park  | 426 BEMIDJI AVE N       |
| B&B Hackberry                  | Library Park  | 426 BEMIDJI AVE N       |
| B&B Birch, Paper               | Library Park  | 426 BEMIDJI AVE N       |
| B&B Elm, Princeton             | Library Park  | 426 BEMIDJI AVE N       |
| B&B Crabapple                  | Library Park  | 426 BEMIDJI AVE N       |
| B&B White Pine                 | Library Park  | 426 BEMIDJI AVE N       |
| B&B White Pine                 | Library Park  | 426 BEMIDJI AVE N       |
| 15 Tamarack                    | Paul Bunyan   | 300 BEMIDJI AVE N       |
| 15 Tamarack                    | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Aspen, Quaking             | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Aspen, Quaking             | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Beech                      | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B White Pine                 | Paul Bunyan   | 300 BEMIDJI AVE N       |
| 15 Tamarack                    | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Hackberry                  | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Aspen, Quaking             | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Aspen, Quaking             | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Buckeye, "Autumn Splendor" | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B Hackberry                  | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B White Pine                 | Paul Bunyan   | 300 BEMIDJI AVE N       |
| B&B White Pine                 | Paul Bunyan   | 300 BEMIDJI AVE N       |

# **COUNCIL AGENDA ITEM**



**Meeting Date:** July 6<sup>th</sup>, 2026

**Action Requested:** Approve Change Order No. 1 – 2026 Street Renewal Project - City Project 26-01

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

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## **Background:**

Attached is Change Order #1 for the construction of the 2026 Street Renewal Project. This change order includes reallocation of funds within the existing contract pay items for dewatering and additional work related to a sanitary sewer redesign. The change order includes the following items:

|                                                                                   |               |
|-----------------------------------------------------------------------------------|---------------|
| 1. Reduction of dewatering required for san. sewer manhole install:               | - \$40,000.00 |
| 2. Increase in dewatering scope for 10 <sup>th</sup> Street NW watermain install: | + \$72,993.00 |
| 3. Parts & labor related to modification of existing manhole:                     | + \$ 2,693.50 |
|                                                                                   | <hr/>         |
| Net                                                                               | + \$35,686.50 |

Groundwater was encountered higher than anticipated in 10<sup>th</sup> Street NW so a minor redesign was made to retrofit an existing sanitary sewer manhole to reduce dewatering costs and increase the dewatering scope to install our planned watermain at appropriate depths.

This change order was reviewed by city staff and is recommended for approval.

## **Finance**

The net amount of the attached change order is \$35,686.50. This change order results in a new contract cost with Sparky's Construction Inc. of \$1,265,907.63. These additional costs are covered within the overall project budget contingency.

## **Recommendation**

It is recommended that the city council pass a motion approving Change Order #1 for the 2026 Street Renewal Project – City Project 26-01.

|                  |   |
|------------------|---|
| Change Order No. | 1 |
|------------------|---|

|                                     |                                                                                 |                   |       |
|-------------------------------------|---------------------------------------------------------------------------------|-------------------|-------|
| Project Location                    | 10 <sup>th</sup> Street NW, 11 <sup>th</sup> Street NW, and Jeannette Avenue NW |                   |       |
| Local Agency                        | City of Bemidji                                                                 | Local Project No. | 26-01 |
| Contractor                          | Sparky's Construction, Inc.                                                     | Contract No.      |       |
| Address/City/State/Zip              | 9562 Wildwood Rd NE Bemidji, MN 56601                                           |                   |       |
| <b>Total Change Order Amount \$</b> | <b>35,686.50</b>                                                                |                   |       |

Groundwater was encountered higher than anticipated in the 10<sup>th</sup> Street NW project limits. Design changes were made to accommodate the transition from a new sanitary manhole to retrofiting the existing sanitary manhole at 10<sup>th</sup> Street NW & Maurice Avenue NW to an inside drop manhole. Dewatering was required for the watermain installation on 10<sup>th</sup> Street NW to meet the design depth of cover.

The contract deadline will be extended 7 calendar days. The original contract substantial and final completion dates were July 31<sup>st</sup>, 2026 and August 14<sup>th</sup>, 2026, respectively. The owner is extending both the substantial and final completion dates to August 7<sup>th</sup>, 2026 and August 21<sup>st</sup>, 2026, respectively.

| <b>Estimate Of Cost:</b> <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i> |          |                           |          |              |                    |                      |
|--------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----------|--------------|--------------------|----------------------|
| **Group/<br>funding<br>Category                                                                                                | Item No. | Description               | Unit     | Unit Price   | + or –<br>Quantity | + or –<br>Amount \$  |
|                                                                                                                                | 67       | Dewatering (Sewer)        | Lump Sum | \$ 40,000.00 | 0                  | -\$ 40,000.00        |
|                                                                                                                                | 78       | Dewatering (Water)        | Lump Sum | \$ 1,000.00  | 0                  | +\$ 72,993.00        |
|                                                                                                                                |          | Sewer manhole inside drop | Lump Sum | \$ 2,693.50  | 1                  | +\$ 2,693.50         |
| <b>Net Change this Change Order</b>                                                                                            |          |                           |          |              |                    | <b>+\$ 35,686.50</b> |

| <b>Due to this change, the contract time:</b> <i>(check one)</i> |                                                                                 |
|------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Is NOT changed                          | <input type="checkbox"/> May be revised as provided in MnDOT Specification 1806 |
| <input type="checkbox"/> Is Increased by _____ Working Days      | <input checked="" type="checkbox"/> Is Increased by <u>7</u> Calendar Days      |
| <input type="checkbox"/> Is Decreased by _____ Working Days      | <input type="checkbox"/> Is Decreased by _____ Calendar Days                    |

Approved by Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Approved by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Sparky's Construction Inc.  
9562 Wildwood Rd. N.E.  
Bemidji, MN 56601  
+12184448181  
sparkys@paulbunyan.net



## INVOICE

### BILL TO

City of Bemidji  
317 4th Street  
Bemidji, MN 56601

INVOICE # 4531

DATE 05/27/2026

DUE DATE 06/11/2026

TERMS Net 15

| DATE       | ACTIVITY                                                                                                 | QTY   | RATE      | AMOUNT    |
|------------|----------------------------------------------------------------------------------------------------------|-------|-----------|-----------|
| 05/27/2026 | <b>Job</b><br>Change order #1 dewatering 500 ft on 10th street for replacing water main.                 | 1     | 0.00      | 0.00      |
| 05/27/2026 | <b>Dewatering</b><br>Dewatering price from NDI for 2 weeks                                               | 1     | 43,650.00 | 43,650.00 |
| 05/27/2026 | <b>Dewatering</b><br>10% mark up                                                                         | 1     | 4,365.00  | 4,365.00  |
| 05/27/2026 | <b>Dewatering</b><br>Dewatering price after 2 weeks<br>\$368 per day                                     | 1     | 0.00      | 0.00      |
| 05/27/2026 | <b>Dewatering</b><br>10% mark up                                                                         | 1     | 0.00      | 0.00      |
| 05/27/2026 | <b>Fuel Surcharge</b><br>Fuel cost estimated at 63 gallons per day                                       | 1,323 | 6.00      | 7,938.00  |
| 05/27/2026 | <b>washed Sand</b><br>Washed sand tons                                                                   | 25    | 60.00     | 1,500.00  |
| 05/27/2026 | <b>Manholes</b><br>Greg Fobbe core drilling in existing sewer manhole 7 and installing water tight boot. | 1     | 1,585.00  | 1,585.00  |
| 05/27/2026 | <b>Manholes</b><br>Fobbe 10% mark up                                                                     | 1     | 158.50    | 158.50    |
| 05/27/2026 | <b>maintenance</b><br>maintenance of dewatering pump                                                     | 1     | 16,540.00 | 16,540.00 |
| 05/27/2026 | <b>pipe fittings</b><br>8in T, 8in 45. glue, primer and shipping                                         | 1     | 950.00    | 950.00    |

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BALANCE DUE

**\$76,686.50**



PH: (763) 428-2616  
FAX: (763) 428-2671

# INVOICE

14405 NORTHDAL BLVD  
ROGERS MN 55374-

**Bill To:**

SPARKY CONSTRUCTION  
9562 WILDWOOD ROAD NE  
BEMIDJI MN 56601

Invoice No: 46490

Date: 6/22/2026

Due Date: 7/22/2026

Job No: 26-055

Description: BEMIDJI

Job: BEMIDJI

State: MN

PO #:

| Quantity | ITEM | Description                                                   | Unit Price | Extended Price |
|----------|------|---------------------------------------------------------------|------------|----------------|
|          |      | 2026 STREET & UTILITY IMPROVEMENTS                            |            |                |
| 1.00     |      | 10TH ST NW WATER MAIN STA 0+00 TO 5+00<br>DEWATERING SERVICES | 43,650.00  | 43,650.00      |

**Thank You For Your Business!**

Invoice Amount 43,650.00

TAX 0.00

Amount Due: 43,650.00

Terms: NET 30



# **COUNCIL AGENDA ITEM**



**Meeting Date: July 6<sup>th</sup>, 2026**

**Action Requested: Approve Change Order No. 3 – Bemidji Rail Corridor Soil Remediation & Earthwork Project - City Project 25-05**

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

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## **Background:**

Attached is Change Order #3 for the construction of the Bemidji Rail Corridor Soil Remediation & Earthwork project. This change order includes quantity changes based on final plan revisions & the addition of miscellaneous items that occurred throughout construction. The change order includes the following items:

|                                                                 |                      |
|-----------------------------------------------------------------|----------------------|
| 1. Additional freight cost on extra lead stabilization product: | + \$5,035.08         |
| 2. Additional test holes & groundwater depth checks:            | + \$4,387.50         |
| 3. Relocation of temporary fence for snowmobile trail:          | + \$2,925.00         |
| 4. Removal of additional concrete during construction:          | + \$10,102.50        |
| 5. West berm relocation/reshaping:                              | + \$11,680.00        |
| 6. <u>Removal of unused planned quantities:</u>                 | <u>- \$95,125.25</u> |
| Net                                                             | - \$60,995.17        |

This change order was reviewed by project consultants and city staff and is recommended for approval.

## **Finance**

The net amount of the attached change order is a contract reduction of \$60,995.17. This change order results in a new contract cost with Casper Construction of \$2,165,353.24.

## **Recommendation**

It is recommended that the city council pass a motion approving Change Order #3 for the Bemidji Rail Corridor Soil Remediation & Earthwork Project – City Project 25-05.



### CHANGE ORDER #3

**Date:** June 29<sup>th</sup>, 2026  
**Project:** Bemidji Rail Corridor Soil Remediation & Earthwork  
**Change Order:** #3  
**Loucks Project No.** 17343.0D  
**Owner:** CITY OF BEMIDJI  
317 4<sup>th</sup> St. NW  
Bemidji, MN 56601  
**Contractor:** Casper Construction  
212 SE 10<sup>th</sup> St.  
Grand Rapids, MN 55744  
**Engineer:** Loucks, Inc.  
12755 Hwy 55 Suite R100  
Plymouth, MN 55441

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#### Description of Change:

The following Proposed Change Order(s) are incorporated into the Contract by reference:

| Ref. #                                           | Summary Description:                  | Amount:         | Initiated by: |
|--------------------------------------------------|---------------------------------------|-----------------|---------------|
| No. 03                                           | See attached change order spreadsheet |                 |               |
|                                                  |                                       |                 |               |
|                                                  |                                       |                 |               |
|                                                  |                                       |                 |               |
| Original Contract Amount:                        |                                       | \$ 2,217,000.00 |               |
| Previous Change Order(s):                        |                                       | \$ 9,348.41     |               |
| Contract Amount Prior to this Change Order:      |                                       | \$ 2,226,348.31 |               |
| Amount of this Change Order:                     |                                       | \$ -60,995.17   |               |
|                                                  |                                       |                 |               |
| New Contract Amount Including this Change Order: |                                       | \$ 2,165,353.24 |               |

Contract Time will be increased by Zero (0) days.

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Reviewed by:

Engineer: Loucks, Inc.

Date: 06/29/26

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(Signature) *Jon Knutson*

Printed Name: \_\_\_\_\_ Jon Knutson

Title: \_\_\_\_\_ Project Manager

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 41 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. No additions or deletions to this Change Order shall be allowed, except with written permission of the Owner. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved by:

Contractor: Casper Construction, Inc.

Date:

(Signature)

Printed Name: Dan Watkins

Title: Project Manager

Owner: City of Bemidji

Date:

(Signature)

Printed Name: Sam Anderson, P.E.

Title: City Engineer/DPW

## BEMIDJI RAIL CORRIDOR SOIL REMEDIATION &amp; EARTHWORK - CHANGE ORDER NO. 03

JUNE 26, 2026

| ITEM     | RFI | DESCRIPTION                                                          | UNIT | ESTIMATED QUANTITY | UNIT PRICE  | AMOUNT       |
|----------|-----|----------------------------------------------------------------------|------|--------------------|-------------|--------------|
| CO #3-1  |     | Blastox additional freight                                           | LS   | 1                  | \$5,035.08  | \$5,035.08   |
| CO #3-2  |     | Exploratory Digging for Environmental Samples                        | LS   | 1                  | \$4,387.50  | \$4,387.50   |
| CO #3-3  |     | Move Temp Fence for Snowmobile Trail                                 | LS   | 1                  | \$2,925.00  | \$2,925.00   |
| CO #3-4  |     | Unknown Footing/Concrete Demo & Haul Out                             | LS   | 1                  | \$10,102.50 | \$10,102.50  |
| CO #3-5  |     | West Berm Relocation/Shaping                                         | LS   | 1                  | \$11,680.00 | \$11,680.00  |
| CO #3-6  |     | Remove Line Item 8000- 24-Inch Class 5 RCP                           | LF   | -71                | \$144.00    | -\$10,224.00 |
| CO #3-7  |     | Remove Line Item 8010- 24-Inch Concrete Apron                        | EA   | -1                 | \$3,995.00  | -\$3,995.00  |
| CO #3-8  |     | Remove Line Item 8020- 84" Diameter Precast Outlet Control Structure | EA   | -1                 | \$21,000.00 | -\$21,000.00 |
| CO #3-9  |     | Remove Line Item 8030- Riprap Class III                              | CY   | -10                | \$144.00    | -\$1,440.00  |
| CO #3-10 |     | Remove Line Item 8040- B612 Curb & Gutter                            | LF   | -175               | \$53.00     | -\$9,275.00  |
| CO #3-11 |     | Remove Line Item 8050- 6" Concrete Walk W/4-Inch Class 5 Aggregate   | SF   | -1,450             | \$12.25     | -\$17,762.50 |
| CO #3-12 |     | Remove Line Item 8060- 10 Class 5 Aggregate base                     | SY   | -435               | \$18.50     | -\$8,047.50  |
| CO #3-13 |     | Remove Line Item 8070- 2.5" Bituminous Base Course                   | SY   | -435               | \$24.25     | -\$10,548.75 |
| CO #3-14 |     | Remove Line Item 8080- 2.0" Bituminous Wear Course                   | SY   | -435               | \$29.50     | -\$12,832.50 |

TOTAL CHANGE ORDER NO. 3      -\$60,995.17

Current Construction Contract Value      \$2,226,348.41

CO#3 Construction Contract Value      \$2,165,353.24

# CHANGE ORDER DOCUMENTATION FORM



## RAIL CORRIDOR SOIL REMEDIATION AND EARTHWORK

---

### Change Order No. 03

|                      |                     |
|----------------------|---------------------|
| Contractor:          | Casper Construction |
| Bemidji Project No.: | 25-05               |
| Loucks Project No.:  | 170343.0D           |

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### Change Order No. 03 Narrative

The following sections present the modifications to the Bemidji Rail Corridor Soil Remediation and Earthwork plans.

#### Updated Development Plan

Below is a summary of modifications to previous Bemidji Rail Corridor development plans provided to Casper Construction in the original bid documents. These modifications reflect the current site development plans & overall scope changes.

- |         |                                                                                                                                                                                                                   |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CO #3-1 | Blastox additional freight- <i>Additional Blastox required to treat the additional Type 3 Lead Stabilization quantities identified during remediation activities. See Environmental Report.</i>                   |
| CO #3-2 | Exploratory Digging for Environmental Samples- <i>Additional excavation needed to identify environmental areas required for remediation.</i>                                                                      |
| CO #3-3 | Move Temp Fence for Snowmobile Trail- <i>Due to environmental remediation scheduling the temporary construction fence needed to be moved over the winter months to allow for the snowmobile trail to operate.</i> |
| CO #3-4 | Unknown Footing/Concrete Demo & Haul Out- <i>Concrete footings found on the east side of the site during remediation activities.</i>                                                                              |
| CO #3-5 | West Berm Relocation/Shaping- <i>Proposed development plans on the West side of Irving Avenue Bridge required the berm to be relocated after the bid had been awarded.</i>                                        |
| CO #3-6 | Remove Line Item 8000- 24-Inch Class 5 RCP- <i>Proposed YMCA pond outlet removed due to proposed development plans on east side of site.</i>                                                                      |
| CO #3-7 | Remove Line Item 8010- 24-Inch Concrete Apron- <i>Proposed YMCA pond outlet removed due to proposed development plans on east side of site.</i>                                                                   |
| CO #3-8 | Remove Line Item 8020- 84" Diameter Precast Outlet Control Structure- <i>Proposed YMCA pond outlet removed due to proposed</i>                                                                                    |

*development plans on east side of site.*

- |          |                                                                                                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CO #3-9  | Remove Line Item 8030- Riprap Class III- <i>Proposed YMCA pond outlet removed due to proposed development plans on east side of site.</i>                                                                                                                         |
| CO #3-10 | Remove Line Item 8040- B612 Curb & Gutter- <i>Future utility work in Minnesota Avenue will replace the 6" Concrete Walk removed as part of the remediation project &amp; demolition of the Creamery building with City lease #03858.</i>                          |
| CO #3-11 | Remove Line Item 8050- 6" Concrete Walk W/4-Inch Class 5 Aggregate- <i>Future utility work in Minnesota Avenue will replace the 6" Concrete Walk removed as part of the remediation project &amp; demolition of the Creamery building with City lease #03858.</i> |
| CO #3-12 | Remove Line Item 8060- 10 Class 5 Aggregate base- <i>Future utility work in Minnesota Avenue will replace the Class 5 Aggregate base removed as part of the remediation project &amp; demolition of the Creamery building with City lease #03858.</i>             |
| CO #3-13 | Remove Line Item 8070- 2.5" Bituminous Base Course- <i>Future utility work in Minnesota Avenue will replace the Bituminous Base Course removed as part of the remediation project &amp; demolition of the Creamery building with City lease #03858.</i>           |
| CO #3-14 | Remove Line Item 8080- 2.0" Bituminous Wear Course- <i>Future utility work in Minnesota Avenue will replace the Bituminous Wear Course removed as part of the remediation project &amp; demolition of the Creamery building with City lease #03858.</i>           |

See attached Change Order No. 03 spreadsheet for revised quantities per the above plan modifications.

## Jon Knutson

**From:** Dan Watkins <danwatkins@caspercon.com>  
**Sent:** Tuesday, June 23, 2026 9:24 AM  
**To:** Jon Knutson; Ryan E. Erickson; Sam Anderson; Jeff Shopek  
**Subject:** BRC - Change Order Items  
**Attachments:** IEC inv 2.pdf; IEC inv 1.pdf; Blastox Freight CO3.pdf; UNKNOWN CONC REMOVAL BREAKDOWN.pdf

**CAUTION:** This originated outside the company. Do not click links/attachments unless expected from sender.

Below is a breakdown of change order items for this project. I will comb through all of my foreman notes on this project to see if there are any additional costs that need to be captured but I believe this is the majority of the items discussed throughout the project.

### YMCA Pond Liner

- Casper handled HDPE Material & Assist Liner Sub = ~~\$6,000.00~~
- Casper Anchor Trench Ex & Backfill = ~~\$10,875.00~~
- IEC Total Invoices (invoices attached): ~~\$45,596.05 + 10% markup = \$50,155.66~~
  - IEC's unit price was \$2.66/sf, meaning they installed 17,141 SF of liner (~~\$45,596.05 / \$2.66/sf = 17,141 sf~~)
- **Liner Change Order Total = \$67,030.66**

### Blastox Additional Freight

- Freight w/tax = \$4,577.34 + 10% markup = \$5,035.08
- **Blastox Freight Change Order Total = \$5,035.08**

POND LINER  
COST REVISED  
IN CHANGE  
ORDER NO.02.  
BILLING BACKUP  
PROVIDED.

### Exploratory Digging for Samples

- 11/6/2025 = 2 hours @ \$325.00/hr = \$650.00
- 12/5/2025 = 3.5 hours @ \$325.00/hr = \$1,137.50
- 3/20/2026 = 8 hours @ \$325.00/hr = \$2,600.00
- **Exploratory Digging Change Order Total = \$4,387.50**

### Move Temporary Fence for Snowmobile Trail

- Crew Makeup - Foreman @ \$125.00/hr & Laborer @ \$100.00/hr = \$225.00/hr
- 11/21/2025 = 2 hours @ \$225.00/hr = \$450.00
- 12/1/2025 = 8 hours @ \$225.00/hr = \$1,800.00
- 4/14/2026 = 3 hours @ \$225.00/hr = \$675.00
- **Move Temp Fence Change Order Total = \$2,925.00**

### Unknown Footing/Concrete Demo & Haul Out



- See attached breakdown
- **Unknown Footing/Concrete Change Order Total = \$10,102.50**

#### West Berm Relocation/Shaping

- Crew Makeup - Foreman @ \$125.00/hr, Excavator w/ Op @ \$325.00/hr, Dozer w/ Op @ \$280.00/hr = \$730.00/hr
- 6/3/2026 Time Total = 8 hr x \$730.00/hr = \$5,840.00
- 6/4/2026 Time Total = 8 hr x \$730.00/hr = \$5,840.00
- **West Berm Relocation/Shaping Change Order Total = \$11,680.00**

#### **Dan Watkins**

Estimator / Project Manager

Civil Division

Office: (218) 326-9637 x 6411

Cell: (218) 244-4215

Email: [dan@caspercon.com](mailto:dan@caspercon.com)

CHANGE ORDER  
NO.03

#### **Casper Construction Inc.**

212 SE 10TH ST / Grand Rapids, MN 55744

<http://www.caspercon.com>

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# Invoice

ISO 9001: QMS-Certified

| Invoice Date | Due Date     | Customer # | Invoice # |
|--------------|--------------|------------|-----------|
| 5/8/26       | 6/7/26       | 50036      | 502050-00 |
| PO Date      | Customer PO# | Page #     |           |
| 4/21/26      | 2529         | 1          |           |

| Bill To                                                         |
|-----------------------------------------------------------------|
| CASPER CONSTRUCTION INC<br>PO BOX 480<br>GRAND RAPIDS, MN 55744 |

| Ship To                                                              |
|----------------------------------------------------------------------|
| CASPER CONSTRUCTION INC<br>101 MINNESOTA AVE SW<br>BEMIDJI, MN 56601 |

| Remit to:                                                                |
|--------------------------------------------------------------------------|
| J Carpenter Environmental, LLC, 7100 W. Donges Bay Rd., Mequon, WI 53092 |
| Accounts Receivable:                                                     |

| Correspondence to:                                                       | Original Invoice No. |
|--------------------------------------------------------------------------|----------------------|
| J Carpenter Environmental, LLC, 7100 W. Donges Bay Rd., Mequon, WI 53092 |                      |

| Instructions            |          |         |             | Tracking Number  |
|-------------------------|----------|---------|-------------|------------------|
|                         |          |         |             |                  |
| Warehouse               | Ship Via | Shipped | Terms       | Sales Rep        |
| 91 - MEQUON WI - Direct | ENGLAND  | 5/7/26  | NET 30 DAYS | ARS - ANNA STARR |

| Notes |
|-------|
|       |

| Line | Product and Description                      | Order Qty         | BO Qty | Shipped Qty | Qty UM | Unit Price | Price UM | Discount Multiplier | Amount(Net)       |           |
|------|----------------------------------------------|-------------------|--------|-------------|--------|------------|----------|---------------------|-------------------|-----------|
| 1    | 1600-3001<br>BLASTOX 215 SUPERSACK-3000#     | 10.00             | 0.00   | 10.00       | SS     | 391.0000   | TN       | 0.00                | 5,865.00          |           |
| 2    | FRT DIR-FLATBED<br>FREIGHT CHARGES / FLATBED | 1.00              | 0.00   | 1.00        | EA     | 4,218.7500 | EA       | 0.00                | 4,218.75          |           |
|      |                                              |                   |        |             |        |            |          |                     | +tax = \$4,577.34 |           |
| 2    | Lines Total                                  | Qty Shipped Total |        | 11.00       |        |            |          | Subtotal            | 10,083.75         |           |
|      |                                              |                   |        |             |        |            |          |                     | Taxes             | 857.13    |
|      |                                              |                   |        |             |        |            |          |                     | Total             | 10,940.88 |

This invoice is subject in all respects to the J Carpenter Environmental LLC Terms and Conditions of Sales, which are incorporated by reference and can be found at [www.jcarpenterenvironmental.com](http://www.jcarpenterenvironmental.com).

UNLESS OTHERWISE AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF J CARPENTER ENVIRONMENTAL LLC, ANY TERM OR CONDITION CONTAINED IN A PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER THAT ADDS TO OR IS IN INCONSISTENT WITH THIS INVOICE OR THE J CARPENTER ENVIRONMENTAL LLC TERMS AND CONDITIONS OF SALE IS HEREBY EXPRESSLY REJECTED. IF FOR ANY REASON THIS INVOICE IS DEEMED TO BE AN ACCEPTANCE OF A PRIOR OFFER MADE BY BUYER, SUCH ACCEPTANCE IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO ONLY TO THE TERMS AND CONDITIONS IN THIS INVOICE AND THE J CARPENTER ENVIRONMENTAL LLC TERMS AND CONDITIONS OF SALE.



UNKNOWN CONCRETE FOOTING/CONCRETE  
DEMO & HAUL OUT. DATES OF WORK ARE  
4/21/26, 4/22/26, 4/24/26, 5/11/26 & 5/28/26

2529  
BEMIDJI RAIL CORRIDOR SOIL REMEDIATION  
Date Range: 10/06/2025 to 06/23/2026

Time and Material Billing

| Labor | Description      | Class        | Reg Hours | Reg Rate | OT Hours | OT Rate | 2OT Hours | 2OT Rate | Markup | Total              |
|-------|------------------|--------------|-----------|----------|----------|---------|-----------|----------|--------|--------------------|
| BEN03 | BRAD BENES       | TMSTR DUMP   | 2.00      | 92.000   |          |         |           |          | -      | \$ 184.00          |
| DEL01 | RICHARD DELICH   | SIDEDUMP     | 1.50      | 93.000   |          |         |           |          | -      | \$ 139.50          |
| DOM01 | RANDALL DOMIN    | OP-2-LHOE    | 1.50      | 108.000  |          |         |           |          | -      | \$ 162.00          |
| FOL01 | DAVID FOLIO      | TMSTR DUMP   | 2.00      | 92.000   |          |         |           |          | -      | \$ 184.00          |
| KIN02 | JOHNNY KINGSLEY  | OP-2-LHOE    | 3.50      | 108.000  |          |         |           |          | -      | \$ 378.00          |
| LAN01 | ADAM LANEY       | SIDEDUMP     | 1.50      | 93.000   |          |         |           |          | -      | \$ 139.50          |
| MAC02 | MICHAEL MACADAMS | TMSTR-SIDE   | 3.50      | 93.000   | 2.00     | 123.000 |           |          | -      | \$ 571.50          |
| MOE01 | JOHN MOES        | SIDEDUMP     | 1.50      | 93.000   |          |         |           |          | -      | \$ 139.50          |
| NEA01 | JODY NEARY       | FOREMAN-JODY | 1.50      | 125.000  |          |         |           |          | -      | \$ 187.50          |
| NEA01 | JODY NEARY       | FOREMAN-JODY | 4.50      | 125.000  |          |         |           |          | -      | \$ 562.50          |
| PED03 | JASON PEDLEY     | TMSTR DUMP   | 2.00      | 92.000   |          |         |           |          | -      | \$ 184.00          |
| SER03 | LANCE SERFLING   | OP-3-SHOE    | 2.00      | 107.000  |          |         |           |          | -      | \$ 214.00          |
| SPO01 | JOSHUA SPOLARICH | OP-4-OFFROAD | 3.50      | 106.000  |          |         |           |          | -      | \$ 371.00          |
| WEG01 | JARED WEGGUM     | OP-4-OFFROAD | 1.50      | 106.000  |          |         |           |          | -      | \$ 159.00          |
| WER01 | JOHN WERTH       | DUMPTRUCK    | 2.00      | 92.000   |          |         |           |          | -      | \$ 184.00          |
| WOJ01 | KENT WOJTSIAK    | OP-4-DOZER   | 1.50      | 106.000  |          |         |           |          | -      | \$ 159.00          |
|       |                  |              |           |          |          |         |           |          |        | <b>\$ 3,919.00</b> |

| Equipment | Description             | Reg Hours | Reg Rate | 2nd Hours | 2nd Rate | 3rd Hours | 3rd Rate | Markup | Total              |
|-----------|-------------------------|-----------|----------|-----------|----------|-----------|----------|--------|--------------------|
| 147       | KOMATSU PC490LCi        | 2.00      | 273.000  |           |          |           |          | -      | \$ 546.00          |
| 147       | KOMATSU PC490LCi        | 5.00      | 273.000  |           |          |           |          | -      | \$ 1,365.00        |
| 211       | OFF RD HAUL TRUCK HM400 | 3.50      | 248.000  |           |          |           |          | -      | \$ 868.00          |
| 212       | OFF RD HAUL TRUCK HM400 | 1.50      | 248.000  |           |          |           |          | -      | \$ 372.00          |
| 225       | KENWORTH SIDE           | 1.50      | 77.000   |           |          |           |          | -      | \$ 115.50          |
| 231       | KENWORTH QUAD           | 2.00      | 70.000   |           |          |           |          | -      | \$ 140.00          |
| 236-1     | KENWORTH SIDE           | 1.50      | 77.000   |           |          |           |          | -      | \$ 115.50          |
| 240-1     | KENWORTH SIDE           | 1.50      | 77.000   |           |          |           |          | -      | \$ 115.50          |
| 242-1     | KENWORTH QUAD           | 2.00      | 70.000   |           |          |           |          | -      | \$ 140.00          |
| 243-1     | KENWORTH QUAD           | 2.00      | 70.000   |           |          |           |          | -      | \$ 140.00          |
| 244-1     | KENWORTH QUAD           | 2.00      | 70.000   |           |          |           |          | -      | \$ 140.00          |
| 245-1     | KENWORTH SIDE           | 5.50      | 77.000   |           |          |           |          | -      | \$ 423.50          |
| 396       | CHEVY                   | 6.00      | 30.000   |           |          |           |          | -      | \$ 180.00          |
| 517-1     | KOMATSU D71PXI-24       | 1.50      | 179.000  |           |          |           |          | -      | \$ 268.50          |
|           |                         |           |          |           |          |           |          |        | <b>\$ 4,929.50</b> |

| Material | Description                            | Quantity | Unit Price | Markup | Override Amt | Total              |
|----------|----------------------------------------|----------|------------|--------|--------------|--------------------|
|          | CONCRETE DISPOSAL FEE - 4/24/2026 (CY) | 132.000  | 5.000      | 10.00  |              | \$ 726.00          |
|          | CONCRETE DISPOSAL FEE - 5/11/2026 (CY) | 64.000   | 5.000      | 10.00  |              | \$ 352.00          |
|          | CONCRETE DISPOSAL FEE - 5/28/2026 (CY) | 32.000   | 5.000      | 10.00  |              | \$ 176.00          |
|          |                                        |          |            |        |              | <b>\$ 1,254.00</b> |

| Cost code   | Description             | Labor       | Equipment   | Material    | Subcontrac Supply | Misc 1 | Misc 2 | Misc 3 |       | Total        |
|-------------|-------------------------|-------------|-------------|-------------|-------------------|--------|--------|--------|-------|--------------|
| 993         | UNKNOWN FOOTING REMOVAL | \$ 3,919.00 | \$ 4,929.50 |             |                   |        |        |        |       | \$ 8,848.50  |
|             |                         |             |             |             |                   |        |        |        |       |              |
|             |                         | Labor       | Equipment   | Material    | Subcontrac Supply | Misc 1 | Misc 2 | Misc 3 | Other | Total        |
| Grand Total |                         | \$ 3,919.00 | \$ 4,929.50 | \$ 1,254.00 |                   |        |        |        |       | \$ 10,102.50 |

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Approve Special Event Permit for Dragon Boat Festival  
**Prepared By:** Michelle Miller, City Clerk

---

## **Background:**

Bemidji Dragon Boat has submitted an application for their 20th Annual Dragon Boat Festival. The event will take place July 30-August 1, 2026 with set-up and take-down occurring July 27/August 2. Staff have no concerns with the application.

## **Recommendation:**

Approve Special Event Permit for Dragon Boat Festival.

## Special Event Application



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

### Applicant Information

Organization Name (Required): Bemidji Dragon Boat LLC

Address: PO Box 279, Bemidji, MN 56619-0279

Event Contact Name (Required): Scott Turn

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

Cell Phone (Required): (218) 766-3646

Event Contact Email (Required):

Event Contact Name #2 (Required): Mike McNeil

Contact #2 Phone (Required): (952) 237-0431

### Event Information

Event Name (Required): Lake Bemidji Dragon Boat Festival

Event Date: July 30th to Aug 1st, 2026

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

#### Event Dates (continued):

Monday, July 27th - Set up  
Sunday, August 2nd - Take Down

Dragon Boat Team Practices, Tuesday July 28th - Friday July 31st

Sprint Cup Races Friday, July 31st  
Race Day, Saturday, Aug 1st

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

☐ Nymore Park

☐ Cameron Park

☐ City Park

☒ Paul Bunyan Park

☒ Library Park

☒ Rotary Pavilion

☐ Roger Lehmann Park

☐ City Paved Trail (lakeshore/east west Trail)

☐ City Streets

☐ City Parking Lot

☐ Other

If Other, please explain:



## Special Event Application



Event Time: July 28th-Aug 1st

Set-up Time: Monday, July 27th

Clean-up Time: Sunday, August 2nd

Expected Daily Attendance: 1500+

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

### Event Description:

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

- |                                              |                                              |
|----------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> Festival | <input type="checkbox"/> Bike Ride           |
| <input type="checkbox"/> Walk/Fun Run        | <input type="checkbox"/> Concert/Performance |
| <input type="checkbox"/> Other               | <input type="checkbox"/> Block Party         |

If Other, please explain: \_\_\_\_\_

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

20th Annual Lake Bemidji Dragon Boat Festival, United Way Taco Fest, Belt Co Relay for Life Corn hole tournament, Dragon Boat Racing Friday evening and all day Saturday

## Event Features

### Amplified Sound (Required):

*(Select only one option)*

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

- ☐ No
- ☒ Yes

List type of amplified sound: Announcer Friday Night and Saturday, Band on Friday Evening

### Electricity (Required):

*(Select only one option)*

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

- ☒ Yes
- ☐ No

## Special Event Application



### Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only.

### Tents or Canopies (Required):

*(Select only one option)*

☒ Yes

☐ No

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

60x150 large tent and 2 10x10 tents

Team Village in Library Park has small portable tents put up by teams. All areas will be located by Gopher State before any tents go up.

### Alcohol (Select One) (Required):

*(Select only one option)*

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

☒ Temporary 1-4 day Intoxicating liquor license\*

☐ Temporary 3.2 Percent Malt Liquor License\*

☐ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)\*  
Name of Establishment \_\_\_\_\_

☐ Catered Event, Licensee holding caterer's permit.

☐ No Alcohol

**Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Additionally, event organizers must contract with the Bemidji Police Department for uniformed police officers at your event. Please contact the Police Captain at 218-333-8396 for cost and contract details.**

### Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

**Please indicate the number of food vendors:**

10



# **Special Event Application**



## **Request to Use City Property**

### **Barricades and Cones**

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

**Number of Cones Requested:** 0

**Number of Barricades Requested:** 0

### **Picnic Tables, Benches, and Event Bike Racks**

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

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

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

**Bike Racks Requested:** 2

## **Event Logistics**

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

### **Portable Restrooms**

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

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

**Company & Number of portable restrooms:** 34

### **Garbage**

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

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

### **Certificate of Insurance**

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

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

## **Special Event Application**



### **Street Closures**

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

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

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

**Are you requesting a street closure?**

No

**Date(s) of requested street closure:**

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

**Start Time of Street Closure:**

Between \_\_\_\_\_ &/To \_\_\_\_\_

**End Time of Street Closure:**

**Number of No Parking Signs Requested:**

### **Event Maps**

*Please submit a site or route map either via email or as an upload.*

#### **Site Map**

Please submit a site map clearly indicating the setup of the event. An example would be the start/finish of a walk, run, race event and/or the setup area of a festival or cultural event. The site map should indicate the relative location of the following: all sources of amplified sound and direction of sound; tents/canopies with sizes, stages, promotional vehicles, inflatables, portable toilets, refuse containers, fencing, barricades, and other structures.

#### **Route Map**

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

#### **Detour Map**

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

### **Applicant Signature**

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

**Signature:**

*Return paper applications to City Hall, Attn: City Clerk, 317 4<sup>th</sup> Street NW, Bemidji, MN 56601.*

6th Street

Crosswalk

Crosswalk

5th Street

Crosswalk

4th Street

Crosswalk

3rd Street

Crosswalk

Crosswalk

2nd Street

5k Start



Bemidji Avenue / Hwy. 197

Bemidji Avenue / Hwy. 197

Team Village  
Loading &  
Unloading  
Zones

Team  
Village

Reserved  
Team Spots

Carnegie  
Library

Kids  
Activity  
Tent

Bleacher  
Seating

Team  
Staging  
Area

Dragon's  
Den

Beverages,  
Entertainment  
& Festival  
Merchandise

Food Court  
Area

Tourist  
Information  
Center

Pavilion

PLAYGROUND  
Kids 1/2k  
Start/Finish

5k Finish

To  
Dragon Boat Races  
Starting Line

**SPRINT  
CUP**  
200 Meter  
Course

400 Meter Course

Dragon Boat Races  
Finish Line

Lake  
Bemidji



PRESENTED BY  
Paul Bunyan

Bemidji, Minnesota, USA  
bemidjdragonboat.com

**BEMIDJI AREA**  
CHAMBER OF COMMERCE

Bemidji  
**Rotary**  
Club

## KEY

- ★ Opening & Closing Ceremonies
- Parade Route
- ? Team Registration & General Information
- ♂ ♀ Restrooms
- ♿ Handicap Restroom
- 🍽️ Food and Beverage
- 🗿 Paul Bunyan & Babe The Blue Ox Statues
- ➕ First Aid
- 🎗️ American Cancer Society Relay For Life of Beltrami County
- 🏟️ Playground
- 🏠 St. Michel Furniture Lakeside Lounge

Be part of one of the most popular events of the year!  
**RACE DAY IS FIRST SATURDAY IN AUGUST**

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026

**Action Requested:** Approve Special Event Permit for Bemidji Dragon Boat 5k

**Prepared By:** Michelle Miller, City Clerk

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**Background:**

Bemidji Track Boosters has submitted an application for the Dragon Boat 5k held in conjunction with the Dragon Boat Festival. The 5k will take place August 1, 2026. Staff have no concerns with the application.

**Recommendation:**

Approve Special Event Permit for Bemidji Dragon Boat 5k.

# Application for Special Event or Park Use



Check all that apply:

- ☐ My event will serve alcohol.
- ☒ My event will close a street, sidewalk or other public way for the benefit of the event attendees.
- ☐ My event will exceed 300 attendees.
- ☒ My event will have amplified sound and more than 100 attendees.
- ☐ My event is a cannabis event regulated under Minn. Stat., Section 342.40.
- ☐ My event will adversely impact a considerable number of members of the public or city resources.

## Applicant Information

Organization Name (Required): Bemidji Lumberjack Track boosters

Address: 2410 Carol Dr. NE

Event Contact Name (Required): Steve Sneide

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

Cell Phone (Required): (218 ) 368-9982

Event Contact Email (Required):

Event Contact Name #2 (Required): Ryan Aylesworth

Contact #2 Phone (Required): (218 ) 766-1085

## Event Information

Event Name: Bemidji Dragon Boat 5K Run/Walk

Event Date(s): August 1, 2026

Location Requested:

|                                             |                                                                               |
|---------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> Nymore Park        | <input type="checkbox"/> Cameron Park                                         |
| <input type="checkbox"/> City Park          | <input checked="" type="checkbox"/> Paul Bunyan Park Lake Front Area          |
| <input type="checkbox"/> Library Park       | <input type="checkbox"/> Paul Bunyan Park Plaza Area                          |
| <input type="checkbox"/> Roger Lehmann Park | <input type="checkbox"/> Paul Bunyan Park Rotary Pavilion                     |
| <input type="checkbox"/> City Streets       | <input type="checkbox"/> Paul Bunyan Park North Parking Lot                   |
| <input type="checkbox"/> City Parking Lot   | <input checked="" type="checkbox"/> City Paved Trail (lakeshore or east/west) |
| If Other, please explain:                   |                                                                               |
| Event Time:                                 | Start: 8:00 am End: 9:30 am                                                   |
| Set-up Time:                                | 6:30 AM                                                                       |
| Clean-up Time:                              | 9:30 AM                                                                       |
| Expected Daily Attendance:                  | 120                                                                           |

Event Description:

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

|                                   |                                       |                                              |                                      |
|-----------------------------------|---------------------------------------|----------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Festival | <input checked="" type="checkbox"/> X | <input type="checkbox"/> Walk/Run/Bike       | <input type="checkbox"/> Block Party |
| <input type="checkbox"/> Parade   | <input type="checkbox"/>              | <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Other       |
| If Other, please explain:         |                                       |                                              |                                      |



# Application for Special Event or Park Use

Please provide a description of your event:

We will be hosting a 5k Run/Walk that will occur on Saturday August 1st. It will take place before the Bemidji Dragon Boat Races start. This event is a fundraiser for the Bemidji Track and Cross Country Teams.

## Event Features

### Amplified Sound (Required):

(Select only one option)

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

☒ Yes ☐ No

List type of amplified sound:

Portable Speaker at the start and finish

### Electricity Needed:

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

☒ Yes ☐ No

### Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

### Special Event Signs

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

☐ Yes ☒ No Location(s): \_\_\_\_\_

Banners may be attached to non-utility poles, tents, and buildings, provided they are well secured and are prevented from being blown around uncontrollably by the wind.

All banners shall be maintained so that they do not become ripped, torn, defaced, damaged, loose, or unsecured.

Sight lines will not be affected at intersections and all utility locates must be obtained if anchoring below turf/soil line as well as immediate removal when event is completed.

You must call GOPHER STATE ONE CALL 1-800-252-1166 before placing your banner.

# Application for Special Event or Park Use



## Use of Tents or Canopies:

☐ Yes ☒ No

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

## Alcohol (Select One):

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

- ☐ Temporary 1-4 day Intoxicating liquor license\*
- ☐ Temporary 3.2 Percent Malt Liquor License\*
- ☐ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)  
Name of Establishment \_\_\_\_\_
- ☐ Catered Event, Licensee holding caterer's permit.
- ☒ No Alcohol

**Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Event organizers may contract with the Bemidji Police Department for uniformed police officers at your event. Please contact the Police Captain at 218-333-8396 for cost and contract details.**

## Food Vendors

Specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires/vendors with your defined venue. Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors: \_\_\_\_\_  
\_\_\_\_\_

## Request to Use City Property

### Barricades and Cones

Barricades and cones can be requested from the Street Department subject to availability. Please contact the Street Superintendent at 218-333-1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 20-30

Number of Barricades Requested: 5

### Picnic Tables and Event Bike Racks

Please contact the Parks and Trails Department at 218-333-1861. It is the responsibility of the event organizers to pick up and return picnic tables. Parks staff will deliver bike racks.

Number of picnic tables requested: \_\_\_\_\_  
*There are 14 larger/heavier picnic tables and 12 smaller/lightweight tables*

Bike Racks Requested: \_\_\_\_\_



# **Application for Special Event or Park Use**



## **Event Logistics**

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

### **Portable Restrooms**

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

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

**Company & Number of portable restrooms:** Portajohn (1 total will be located at the starting line.)

### **Garbage**

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

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

### **Certificate of Insurance**

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

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate general liability
- \$1,000,000 automobile liability (or non-owned automobile liability) (if applicable)
- \$1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: [TULIP](#)

## **Street Closures**

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

- a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

**Are you requesting a street closure?**

Yes

**Date(s) of requested street closure:**

August 1st

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

Small section of Midway Dr.

Between Pauls Muscle Mecca &/To Trailhead

**Start Time of Street Closure:**

6:30 am

**End Time of Street Closure:**

8:15 am

**Number of No Parking Signs Requested:**

5

# Application for Special Event or Park Use



## Event Maps

### Site Map

Please submit a site map clearly indicating the setup of the event. All site maps should indicate the location of the following (if Applicable):

- All amplified sound and direction of the sound
- Food Vendors
- Tents/canopies (Include sizes)
- Stages/Electricity needs
- Promotional vehicles
- Inflatables
- Portable toilets
- Refuse containers
- Fencing/Banners
- Barricades and other structures

### Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route MapBanner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

### Detour Map

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

## Vehicle Policy

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

## Acceptance, Waivers, and Acknowledgements

I, the undersigned, do hereby accept responsibility for compliance with the policies and guidelines stated in this application, including all fees that may be required. I agree to abide by the event guidelines as stated in this application and attest that all information in this application is correct.

I hereby agree to comply with all City rules and ordinances including, but not limited to, City Code Section 20-8 "Special Events, City Code Section 14-35 "Rules and Regulations governing public parks" and the City of Bemidji Parks and Recreation Department Tobacco and Vaping Free Policy.

I agree to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control, and shall secure all required insurance coverages prior to the event.

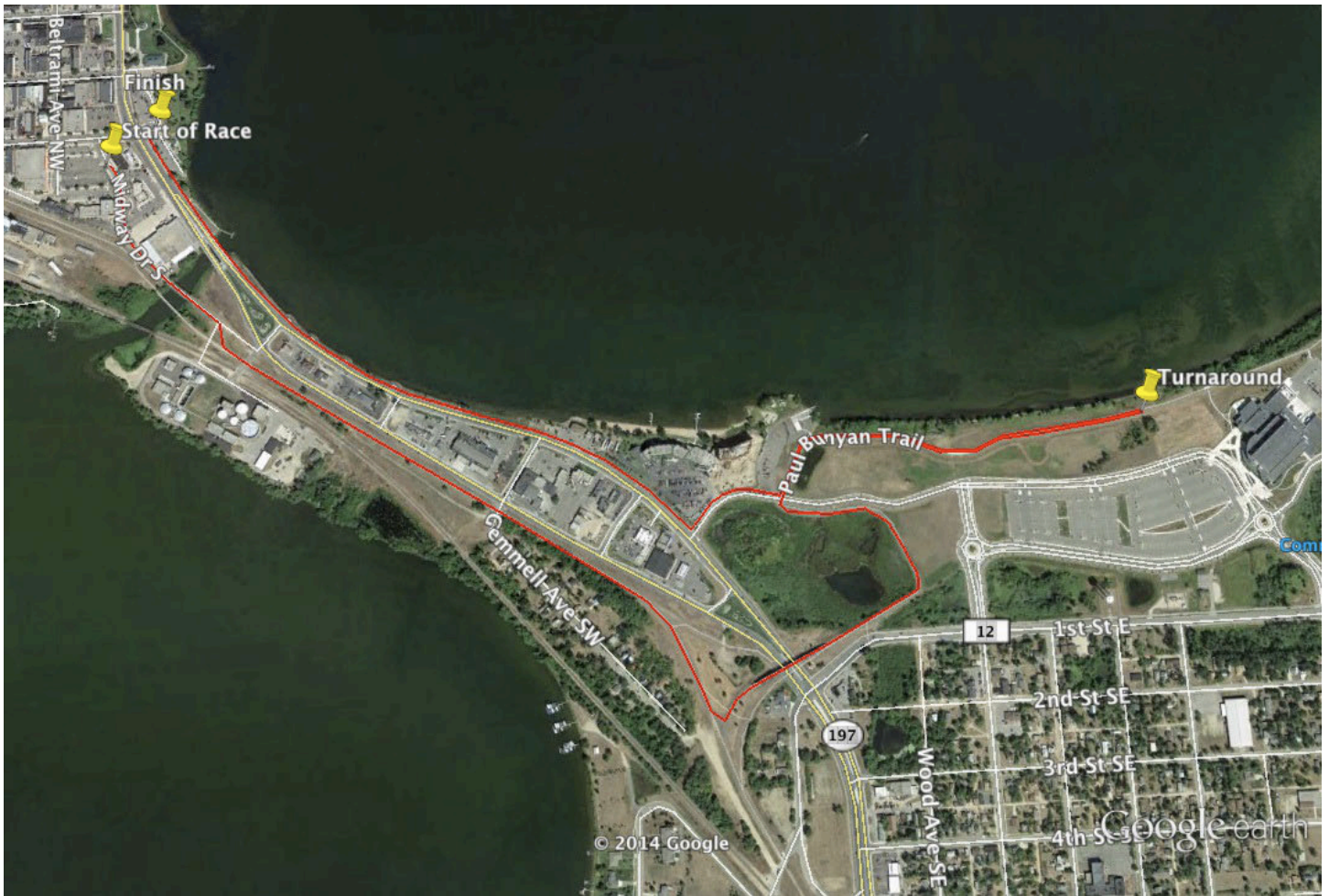
I understand that this application may be subject to additional conditions and restrictions upon approval by the City Council, including the instillation of traffic signage and barriers when required for street closures. I further understand that the City shall not be providing security for the event, unless otherwise agreed to in writing, and that it is my responsibility as event organizer to contact law enforcement when such service is required, including for the removal of trespassers.

Signature: \_\_\_\_\_

### Application Due Dates:

- 300 or less participants: Due 30 days prior to event date
- 300-1000 participants: Due 90 days prior to the event
- 1,000 or more participants: Due 120 days prior to the event

Return paper applications to City Hall, Attn: City Clerk, 317 4<sup>th</sup> Street NW, Bemidji, MN 56601 56601 or email: [cityclerk@ci.bemidji.mn.us](mailto:cityclerk@ci.bemidji.mn.us)



Google earth



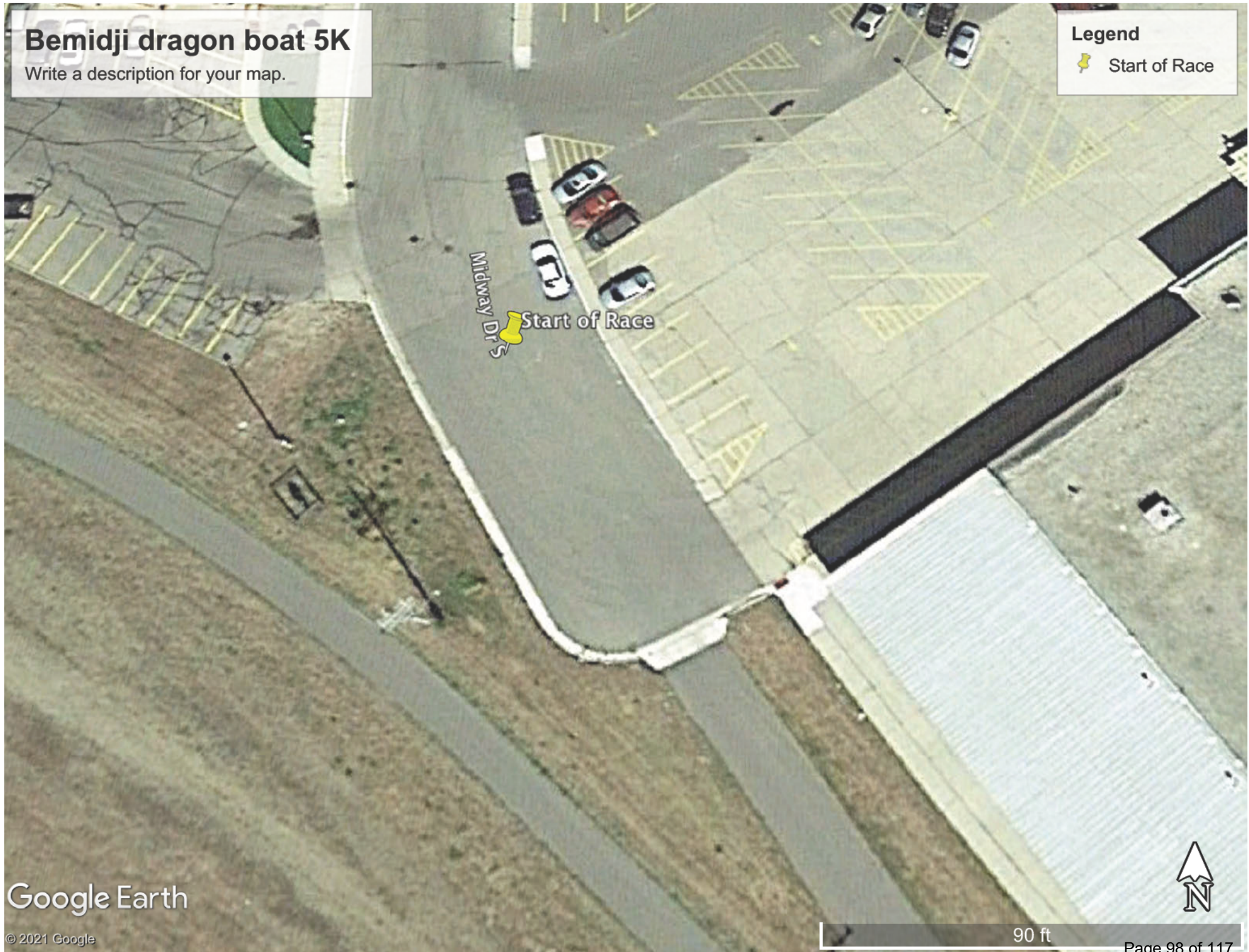


# Bemidji dragon boat 5K

Write a description for your map.

Legend

 Start of Race







© 2014 Google

Google earth

1992

Imagery Date: 8/21/2013 47°28'11.73" N 94°52'42.07" W elev 1344 ft eye alt 1978 ft



# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Consider Special Event Permit for Ojibwe Forests Rally Event  
**Prepared By:** Michelle Miller, City Clerk

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## **Background:**

Rally Minnesota LLC has submitted an application for a Street Race and Event for the conclusion of the Ojibwe Forests Rally on Saturday, August 29. The event will be held in the parking lot next to the Sanford Center as well as closure of streets surrounding the parking lot. The street stage and closure of streets will run from approximately 5:00-7:30 p.m. The streets will be reopened upon conclusion of the street stage. The parking lot will be closed for the remainder of the event. Organizers also request the use (not closure) of the parking lot on Wednesday and Thursday, August 26-27 for car inspections. Staff have met with event organizers and have no concerns.

## **Recommendation:**

Approve Special Event Permit for Ojibwe Forests Rally Event.

# Special Event Application



## Special Event means an event held in the city in which one or more of the following occurs:

- (1) A temporary alcoholic beverage license is required or an existing on-sale alcoholic beverage license is authorized by the city council to dispense intoxicating liquor off-premises at the event location as part of a community festival according to City Code section 4-97(b);
- (2) A street, sidewalk or other public way or place is closed for the benefit of the event attendees;
- (3) Use of a city park or public way which exceeds 300 attendees;
- (4) Amplified sound, sound device or apparatus is to be used in connection with a gathering of 100 or more attendees; or
- (5) A cannabis event which is regulated under Minn. Stat., Section 342.40, as may be amended from time to time; or
- (6) The event will adversely impact a considerable number of members of the public or city resources.

If your gathering does not fall under the above, please contact [parks.trails@ci.bemidji.mn.us](mailto:parks.trails@ci.bemidji.mn.us) for any questions.

## Application Due Dates:

- 300 or less participants: Due 30 days prior to event date
- 300-1000 participants: Due 90 days prior to the event
- 1,000 or more participants: Due 120 days prior to the event

## Applicant Information

Organization Name (Required): Rally Minnesota, LLC

Address: 7732 Upton Ave, Richfield, MN 55423

Event Contact Name (Required): Jonathan Atkins

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

Cell Phone (Required): (701) 367-9867

Event Contact Email (Required):

Event Contact Name #2 (Required): Michelle Margo

Contact #2 Phone (Required): (612) 250-4701

## Event Information

Event Name: Ojibwe Forests Rally

Event Date(s): Saturday, August 29, 2026 Car Inspections: Wednesday & Thursday

Location Requested: August 26-27

☐ Nymore Park

☐ Cameron Park

☐ City Park

☐ Paul Bunyan Park

☐ Library Park

☐ Rotary Pavilion

☐ Roger Lehmann Park

☐ City Paved Trail (lakeshore/east west Trail)

☐ City Streets

☒ City Parking Lot

☒ Other

If Other, please explain: Sanford Center Parking Lot



# Special Event Application



**Event Time:** Start: 5:00PM End: 10:00PM

**Set-up Time:** 12:00PM

**Clean-up Time:** 10:00-11:59PM

**Expected Daily Attendance:** 500-1000

## Event Description:

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

- ☐ Festival ☐ Bike Ride
- ☐ Walk/Fun Run ☐ Concert/Performance
- ☒ Other ☒ Block Party
- If Other, please explain: Rally street stage with after party open to all

## Please provide a description of your event:

The Ojibwe Forests Rally is a multi-day motorsports event that begins in Detroit Lakes on Thursday and concludes in Bemidji on Saturday afternoon. Rally competition takes place in the Paul Bunyan State Forest on Friday and in the White Earth State Forest on Saturday.

Following the completion of the forest stages on Saturday, the event will transition to Bemidji for a final street stage, podium celebration, and post-event activities.

To safely accommodate the street stage and associated event operations, we are requesting the temporary closure of portions of Lake Shore Drive NE, Central Avenue NE, and Event Center Drive NE, specifically in the area adjacent to the Sanford Center parking lot. Street stage runs approximately 5:00-7:30pm

## Event Features

### Amplified Sound (Required):

(Select only one option)

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

- ☐ No
- ☒ Yes

**List type of amplified sound:** PA system background music and microphone during award ceremony

### Electricity (Required):

(Select only one option)

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

- ☒ Yes
- ☐ No

### Tents/Structures

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

**Bemidji**  
First City On The Mississippi

- Page 103 of 117

# Special Event Application



Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors:

1-3 food trucks ~~XXXXXXXXXXXXXXXXXXXX~~

## Request to Use City Property

### Barricades and Cones

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

Number of Cones Requested: 50

Number of Barricades Requested: 20

### Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 20 we will work with Parks

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

Bike Racks Requested: 0

## Event Logistics

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

### Portable Restrooms

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

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

Company & Number of portable restrooms: TBD - 6 ~~XXXXXXXXXXXXXXXXXXXX~~

### Garbage

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

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

### Certificate of Insurance

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

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate general liability
- \$1,000,000 automobile liability (or non-owned automobile liability) (if applicable)
- \$1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: [TULIP](#)

# Special Event Application



## Street Closures

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

- Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

|                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| Are you requesting a street closure?       | Yes                                                   |
| Date(s) of requested street closure:       | Saturday, August 29, 2026                             |
| Street Name(s) and/or number to be closed: | Lake Shore Dr, Central Ave NE, and Event Center Dr NE |
| Start Time of Street Closure:              | Between 4:00PM & To 8:00PM<br>4:00PM                  |
| End Time of Street Closure:                | 8:00PM                                                |
| Number of No Parking Signs Requested:      | 0                                                     |

## Event Maps

*Please submit a site or route map either via email or as an upload.*

### Site Map

Please submit a site map clearly indicating the setup of the event. All site maps should indicate the location of the following (if Applicable):

- All amplified sound and direction of the sound
- Food Vendors
- Tents/canopies (Include sizes)
- Stages
- Promotional vehicles
- Inflatables
- Portable toilets
- Refuse containers
- Fencing
- Barricades and other structures

### Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map Banner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

### Detour Map

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

## Vehicle Policy

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

# **Special Event Application**



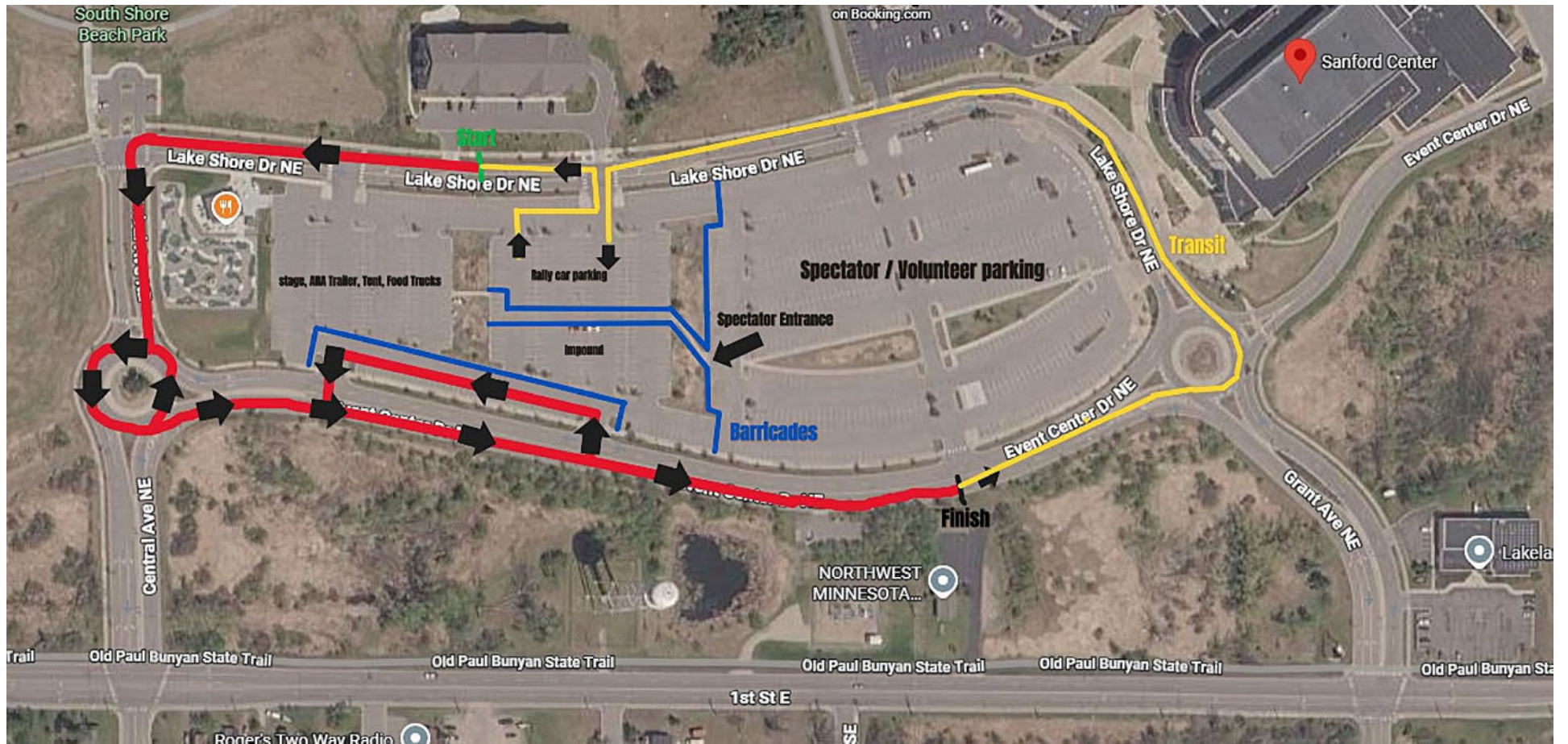
## **Applicant Signature**

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

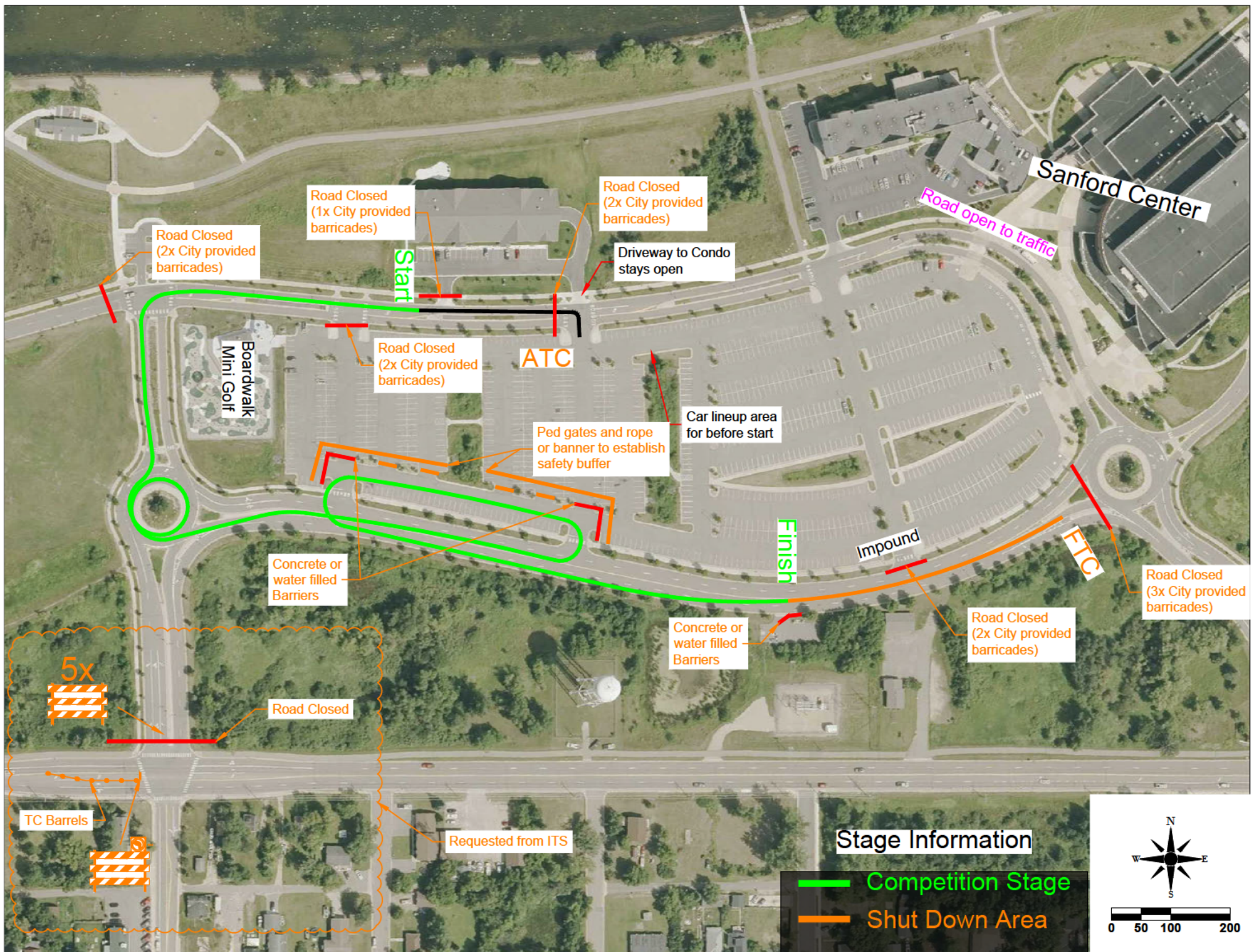
**Signature:** \_\_\_\_\_

*Return paper applications to City Hall, Attn: City Clerk, 317 4<sup>th</sup> Street NW, Bemidji, MN 56601 56601 or email: [cityclerk@ci.bemidji.mn.us](mailto:cityclerk@ci.bemidji.mn.us)*









# RESOLUTION NO.

## APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION TO BE HELD ON AUGUST 11, 2026

**WHEREAS**, Minnesota Election Law 204B.21 requires that persons serving as election judges be appointed by the Council.

**BE IT RESOLVED** by the Bemidji City Council that the individuals named on Exhibit A, and on file in the office of the City Clerk be appointed as Election Judges for the Primary Election to be conducted on August 11, 2026:

**BE IT FURTHER RESOLVED** that the City Clerk is with this, authorized to make any substitutions or additions as deemed necessary.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Jorge S. Prince, Mayor

# EXHIBIT A

## 2026 PRIMARY ELECTION JUDGES

| First Name  | Last Name              | Ward# |
|-------------|------------------------|-------|
| Thomas      | Anderson               | 1     |
| Linda       | Aaron                  | 1     |
| Rue         | Gallo, Head Judge      | 1     |
| Lenay       | Tieman                 | 1     |
| Anthony     | Warno                  | 1     |
| CT          | Marhula                | 1     |
| Eugene      | Strowbridge            | 1     |
|             |                        |       |
| Shirlee     | Walker                 | 2     |
| Maureen     | Christiansen           | 2     |
| Josie       | Fultz                  | 2     |
| Ara         | Gallo, Head Judge      | 2     |
| Linda       | Lemmer                 | 2     |
| Nadine      | Mandt                  | 2     |
|             |                        |       |
| Marge       | Danielson              | 3     |
| Susan       | Ronnander              | 3     |
| Sharon      | Dolezal                | 3     |
| Elizabeth   | Drost                  | 3     |
| Mary        | Locke                  | 3     |
| Jessica     | Skipton                | 3     |
| Cheryl      | Yarnott                | 3     |
| Melissa     | Jackson, Head Judge    | 3     |
|             |                        |       |
| Ainslee     | Krause                 | 4     |
| Barbara     | Benson                 | 4     |
| Sharon      | Fruetel                | 4     |
| Nathan      | Nolting, Head Judge    | 4     |
| Judi        | Olson                  | 4     |
| Debra       | Sea                    | 4     |
| Barbara Ann | Zentek                 | 4     |
| Ainslee     | Krause                 | 4     |
|             |                        |       |
| Jennifer    | Fox                    | 5     |
| Jeanne      | Zlonis                 | 5     |
| Rachelle    | Barckholtz, Head Judge | 5     |
| Joy         | Barclay                | 5     |
| Alan        | Felix                  | 5     |
| Connie      | Miller                 | 5     |
| Lynn        | Schuster               | 5     |



# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026  
**Action Requested:** Accept Bench and Tree Donation  
**Prepared By:** Scott Schroeder, Parks & Trails Director

---

## **Background:**

The City has received an Amenity Donation Program application from the O'Malley and Sexton families for the donation of a bench and deciduous tree to be placed/planted in Library Park later this summer in memory of Patrick O'Malley. The requested location is near the old library area overlooking Lake Bemidji, with final placement to be determined by City staff.

The donation will provide an additional park amenity while honoring the memory of Patrick O'Malley. Parks & Trails staff will coordinate the final location, installation, and planting to ensure the bench and tree fit the park layout and long-term maintenance needs.

## **Recommendation:**

Accept the bench and tree donation in the amount of \$3,634 from the O'Malley and Sexton families for placement/planting in Library Park.

# RESOLUTION NO.

## A RESOLUTION ACCEPTING DONATIONS

**WHEREAS**, the City Council of the City of Bemidji encourages public donations to help defray the costs to the general public of providing services and improving the quality of life in the City of Bemidji; and

**WHEREAS**, the O'Malley and Sexton families have donated \$3,634 for use by the City of Bemidji Parks Department for the placement of a bench and planting of a deciduous tree in Library Park in honor of Patrick O'Malley;

**WHEREAS**, Minnesota Statutes 465.03, requires that all gifts and donations of real or personal property, including money, be accepted by adoption of a resolution approved by two-thirds of the members of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bemidji, Beltrami County, Minnesota, that this donation is hereby accepted for the use it was intended.

**BE IT FURTHER RESOLVED** that the City sincerely thanks the O'Malley and Sexton families for their gracious and generous donation.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Jorge S. Prince, Mayor

# RESOLUTION NO.

## A RESOLUTION APPROVING THE SITE AND ALCOHOL FOR THE 2026 LAKE BEMIDJI DRAGON BOAT FESTIVAL

**WHEREAS**, Bemidji Dragon Boats, LLC, hereinafter referred to as “BDB LLC”, have requested use of the waterfront for the Annual Lake Bemidji Dragon Boat Festival in the City of Bemidji; and

**WHEREAS**, this festival is of economic and cultural benefit to the Bemidji area; and

**WHEREAS**, BDB LLC is planning to hold the festival beginning July 30 through August 1, 2026 (setup and practice beginning on July 27 and removal by August 2); and

**WHEREAS**, the area to be used during this celebration will be the waterfront park (north of the Tourist Information Center) including Library Park; and

**WHEREAS**, BDB LLC agrees to abide by all city rules and regulations in the use of the designated areas, to clean and restore the areas used to the satisfaction of Parks Department staff, and to submit appropriate applications and user and permit fees to the City Clerk; and

**WHEREAS**, BDB LLC will provide the City with a Certificate of Insurance naming the City as an “additional insured” for the duration of the event.

**NOW, THEREFORE, BE IT RESOLVED** by the Bemidji City Council to authorize the use of the aforementioned areas by BDB LLC commencing July 27, 2026 through August 2, 2026 for the purpose of the Lake Bemidji Dragon Boat Festival.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Jorge S. Prince, Mayor



# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026

**Action Requested:** Approve 1-4 Day Temporary On-Sale Liquor License

**Prepared By:** Michelle Miller, City Clerk

---

**Background:**

Minnesota Statutes, Section 340A.410 allows a city to issue a temporary on-sale liquor license to qualifying organizations. Bemidji Dragon Boat has applied for and meets the qualifications to receive a license for the Dragon Boat Festival for July 30-August 1, 2026.

**Recommendation:**

Approve 1-4 Day Temporary On-Sale Liquor License to the Bemidji Dragon Boat for July 30-August 1, 2026.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 6, 2026

**Action Requested:** Approve Temporary 1-Day Consumption and Display Permit (Bemidji Downtown Alliance)

**Prepared By:** Michelle Miller, City Clerk

---

## **Background:**

Minnesota Statutes, Section 340A.414, Subd. 9 allows a city to issue a temporary one-day consumption and display liquor permit to a nonprofit organization in conjunction with a social activity in the city sponsored by the organization. Bemidji Downtown Alliance has applied for and meets the qualifications to receive a license for its event on September 12, 2026 at the Watermark Art Center Education Gallery.

## **Recommendation:**

Approve Temporary 1-Day Consumption and Display Permit (Bemidji Downtown Alliance).

2026

# CGMC SUMMER CONFERENCE

JULY 22-24

You are invited to join us for the CGMC's 2026 Summer Conference! This annual event is an excellent opportunity to connect with fellow city officials, learn from expert speakers, and experience the charming city of New Ulm.



**NEW ULM CONFERENCE CENTER**  
2101 SOUTH BROADWAY STREET  
NEW ULM, MN 56073



The CGMC has reserved room blocks at the **Best Western Plus Hotel**, which is connected to the Conference Center. Booking links are available on the event registration page.

German Park | New Ulm, MN (Left)

The Hermann Monument | New Ulm, MN (Right)



**REGISTER  
NOW!**

Scan the QR code  
to register or

RSVP @ [BIT.LY/CGMC-SUMMER26](https://bit.ly/cgmc-summer26)

[GREATERMNCITIES.ORG](https://greatermncities.org)

For **QUESTIONS**, please  
contact **Emma Nelson** at  
[ennelson@flaherty-hood.com](mailto:ennelson@flaherty-hood.com)  
or 651-259-1936.

# Accounts Payable

## Blanket Voucher Approval Document

User: denisea  
Printed: 06/29/2026 - 10:35AM  
Warrant Request Date: 7/7/2026  
DAC Fund:

Batch: 00406.07.2026

### COUNCIL BILL LIST

| Line         | Claimant     | Voucher No. | Amount      |
|--------------|--------------|-------------|-------------|
| 1            | VisitBemidji | 000000000   | 47,737.13   |
| Page Total:  |              |             | \$47,737.13 |
| Grand Total: |              |             | \$47,737.13 |

