BEMIDJI CITY COUNCIL
REGULAR MEETING AGENDA

Monday, April 7, 2025

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

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PROCLAMATION

1) Week of the Young Child

AMENDMENTS TO THE AGENDA

MINUTES

2) February 24, 2025 Work Session

3) March 3, 2025 Council Meeting

4) March 3, 2025 Special Meeting (Closed)

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.

5) Claims Submitted by Finance Officer in the Amount of $1,075,295.62

6) Claims Submitted by ASM Global for the Sanford Center in the Amount of $147,110.14

7) 2025 Business License Approvals

8) Approve Special Event Permit for Voyageurs Banana Walk (May 15)

9) Approve Special Event Permit for Sunset Sounds

10) Approve Special Event Permit for Take A Kid Fishing (June 11)

11) Approve Special Event Permits for Annual Jaycees Water Carnival

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

13) Resolution Approving the Site and Related Requests for the 81st Annual Jaycees Water Carnival

14) Approve Services for Downtown Tree Replacement Project

15) Approve Purchase of Polycarbonate Replacement at the Diamond Building

16) Approve Professional Services Amendment #2 for Middle School Drive NW & Hannah Avenue NW Project - City Project 23-05

17) Approve Award of Quote for 2025 Alley and Lot 7 Paving

18) Approve School Resource Officer Agreement with ISD #31

19) Approve Payment Processing Agreement with CSG Forte Payments, Inc

20) Approve Council Travel Authorization-LMC Annual Conference (Duluth), June 25-27-Thayer

CONSENT AGENDA #2

21) Claims Submitted by Finance Officer for VisitBemidji in the Amount of $34,759.36

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.

NEW BUSINESS

22) Consider Engagement Letter with Baker Tilly Advisory Group for Compensation Study

23) Consider Design & Bidding of TH 197 Light Pole Replacement Project and Authorize Professional Services Agreement - City Project 25-06

COUNCIL COMMITTEE REPORTS

UPCOMING MEETINGS

24) Monday, April 14 - 5:30 p.m. - Planning Board
Monday, April 21 - 6:00 p.m. - Council Meeting
Monday, April 28 - 5:30 p.m. - Work Session (Lead & Copper Update)

ADJOURN

Proclamation

WHEREAS, the first years of a child's life are the period of the most rapid brain development and lay the foundation for all future learning; and

WHEREAS, high-quality childcare and early learning programs provide important benefits to children, families, and our local, state, and national economies; and

WHEREAS, high-quality childcare and early learning depends on high-quality early childhood educators who ensure that children, supported by families, have the early experiences they need for a strong foundation; and

WHEREAS, young children need skilled, educated, competent, consistent, and compensated early childhood educators; and

WHEREAS, working families need a mixed-delivery early childhood care and education system that allows them to make the best choice for their children; and

WHEREAS, early childhood educators need the ability to earn a professional wage that is commensurate with the required education and skills they bring to the complex and valuable work they do; and

THEREFORE, BE IT RESOLVED that the City of Bemidji does hereby proclaim April 5-11 as the Week of the Young Child, and commits to investments that stabilize, sustain, and support child care and early learning so this essential workforce can continue to support children, families, and our economy.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL CITY OF BEMIDJI SEAL.

_____

Jorge S. Prince, Mayor of Bemidji

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Work Session – February 24, 2025

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, February 24, 2025 at 5:30 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

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

Present: City Manager Rich Spiczka, City Attorney Katie Nolting, Finance Director Donna Coe, HR Coordinator Jessica Skipton, City Clerk Michelle Miller

Legislative Priorities

Spiczka stated that he would like to provide a document which can aide in discussions with state representatives. The focus would be to develop a clear, concise document that represents the city's legislative priorities, allows for consistent messaging, and can be used flexibly by different council members when discussing the city's needs with state representatives.

The council discussed several key legislative priorities:

1. Housing: Recognized housing as a statewide issue, with suggestions including:
    a. Down payment assistance
    b. Renovation support for existing housing stock
    c. Exploring ways to help homeowners with limited income rehabilitate their properties

2. Bonding Request: Discussed potential bonding for a new fire hall and city hall
    a. Considered a phased approach to building projects
    b. Estimated project costs around $24-26 million

3. Taxation Options:
    a. Explored special use tax or food and beverage tax instead of sales tax
    b. Wanted to avoid additional sales tax that might harm local businesses

4. Other Priorities:
    a. Maintaining local control over zoning
    b. Supporting the YMCA project redevelopment
    c. Preserving city's right to annexation
    d. Increasing Local Government Aid (LGA) to reduce property tax pressure

The discussion was collaborative, with each council member contributing perspectives on the city's most critical legislative needs. City Manager Spiczka stated he would package these priorities into a consistent one-page document for legislators, emphasizing that council members should speak passionately about issues they truly care about.

Personnel Policy

The current City of Bemidji Personnel Policy was updated and recommended by the Labor Management Committee on March 29, 2016, and subsequently adopted by the City Council on April 4, 2016. Changes in state and federal laws, programs and software, as well and processes and procedure required a comprehensive review of the Personnel Policy.

A review was conducted by the City Manager, Finance Director, City Attorney, HR Coordinator, and Payroll Accountant over a period of six months in 2024 to capture recommended and required

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changes. Upon completion of staff review, the draft was further reviewed by legal counsel, Flaherty & Hood, for legal accuracy, and recommended changes. Some of the updates identified by staff and legal counsel include:

- Reorganization of information, grammar, and formatting
- Definitions of the types of employment
- Restructuring the hiring process
- Review of current and needed forms
- Addition of Earned Sick and Safe Time
- Clarification of leave types and leave donation
- Simplification of disciplinary process
- Changes to fringe benefits
- Addition of employee and non-employee theft
- Removal of the Drug and Alcohol Testing policy to a separate policy and agreement/acknowledgement

Spiczka provided some clarifying information for council to help the discussion highlighting several key points:

1. Policy Update Context:
   a. First update in 10 years
   b. Significant reorganization and legal language updates
   c. Extensive document with many changes

2. Guidance for Council Review:
   a. Focus on substantive policy issues
   b. Provide specific concerns about policy substance
   c. Welcome feedback on items or specific language
   d. Recognize that many changes reflect new workplace realities
   e. Use the draft version with watermark as the primary reference
   f. Understand some changes are driven by external rules and regulations
   g. Encouraged council to provide additional resources or references
   h. Acknowledged that workplace policies evolve over time
   i. Willing to incorporate new information to improve the policy

Council comments on the personnel policy included:

- Councilmember Peterson inquired about telecommuting current practices and EEO policy changes and potential federal funding impacts.

- Councilmember Thayer stated concerns about consistency in reprimanding employees, questioned holiday listings, particularly Indigenous Peoples Day.

- Councilmember Rivera suggested consistent language regarding harassment and discrimination and protected classes, expressed concern about lack of reasonable accommodations regarding ADA, asked about potential floating holidays for religious observance, and reviewing protected class definitions.

- Councilmember Dickinson, expressed concern about PTO and paid holidays being overly generous compared to private sector

- Mayor Prince raised questions about:
  - Seasonal employment language
  - Probationary period demotion option
  - Removal of open recruitment language for city positions

- Nepotism policy changes
- Personal use of city property

General Themes:

- Desire for clarity in policy language
- Concerns about fairness and consistency
- Need for flexibility in workplace policies
- Importance of addressing modern workplace challenges

The council provided comprehensive feedback aimed at improving the personnel policy's clarity, fairness, and applicability.

ADJOURN

There being no further business, motion by Eaton, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:43 p.m.

Respectfully submitted,

Michelle R. Miller

Michelle R. Miller
City Clerk

PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – March 3, 2025

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, March 3, 2025, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

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

Staff Present: City Manager Rich Spiczka, Finance Director Donna Coe, Police Chief Mike Mastin, City Clerk Michelle Miller

AMENDMENTS TO AGENDA

Mayor Prince called for any amendments to the agenda. **Motion by Peterson, seconded by Eaton, approving the agenda as presented. Motion carried by unanimous voice vote.**

MINUTES

The following minutes were presented for approval:

Council Meeting: February 3, 2025

Motion by Thayer, seconded by Dickinson, approving minutes as presented. Motion carried by unanimous voice vote.

CONSENT AGENDA #1

Mayor Prince called for any amendments to be made to Consent Agenda. Prince requested that the Local Trails Grant Application be removed for discussion. The following Consent Agenda items were presented for approval. **Motion by Thayer Gould, seconded by Peterson, to approve Consent Agenda items as follows:**

1. Claims Submitted by Finance Officer in the Amount of $571,216.43
2. Claims Submitted by ASM Global for the Sanford Center in the Amount of $108,786.23
3. Approve January Financials Submitted by ASM Global for the Sanford Center
4. 2025 Business License Approvals
5. Approve Special Event Permit for St. Patrick's Day Parade (March 17)
6. **RESOLUTION NO. 6600:** Permitting Off-Premises Gambling Permit to Bemidji Wrestling Club
7. Approve Quote for Construction Services to Frenzel Construction for $17,500 (Parks)
8. Approve Purchase of Pickup Truck from Karl Automotive Group (Water/Sewer)

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

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 Dickinson, seconded by Thayer, approving Consent Agenda #2 as follows:**

1. Claims Submitted by Finance Officer for Visit Bemidji in the Amount of $35,011.13

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

CITIZENS WITH BUSINESS NOT ON AGENDA

- No appearance.

REPORTS

Heritage Preservation Commission

Linda Lemmer, Chair of the Heritage Preservation Commission, highlighting digitization of city historical records; 100-year-old Building Recognition Program; social media and community outreach; city pumping station 1909 restoration project.

Community and Police Advisory Board

Shannon Seibel, Thomas Sorenson, and Salena Beasley reported on the Community and Police Advisory Board activities in 2024, highlighting the following: attended National Night Out and neighborhood picnics; conducted tours of the Beltrami County Jail; performed outreach with community leaders; received educational presentations from police officers; restarted the "I Got Caught" youth bicycle helmet program with Dairy Queen; onboarded four new members, including mandatory 8-hour ride-alongs.

NEW BUSINESS

Code of Conduct

Prince stated that the council had previously agreed to review the code of conduct annually with a goal of reviewing in the first quarter. Upon discussion, **motion by Fiskevold Gould, seconded by Dickinson, to table the code of conduct discussion to a future work session. Motion carried by unanimous voice vote.**

Consider Resolution Authorizing Grant Submission to MN DNR Local Trails Connection Grant

Prince expressed concerns regarding the match funding for the grant as well as the 2026 schedule. Councilmembers also expressed a desire to have the Parks and Recreation Director present for questions or comments.

Motion by Thayer, seconded by Dickinson to table the Application to MN DNR Local Trails Connection Grant to the March 17, 2025 council meeting. Motion carried by unanimous voice vote.

COUNCIL COMMITTEE UPDATES

- Councilmember Eaton reported on an upcoming Animal Ordinance Review Committee and KRLS Board meeting; the Airport Authority meeting discussed equipment changes and remodeling and increased contribution to Greater Bemidji from $1,800 to $2,500; attended League of Minnesota Cities elected officials advanced training; noted new federal transportation funding priorities based on marriage and birth rates.
- Councilmember Thayer attended elected officials advanced leadership training in Plymouth.
- Councilmember Peterson had no report.
- Councilmember Fiskevold Gould had no report.
- Councilmember Dickinson attended meetings for Visit Bemidji and Rural Fire Association
- Mayor Prince Participated in Lakeland Currents feature on 197 corridor; provided article for League of Minnesota Cities magazine; attended airport commission meeting; attended Fire Department pinning ceremony; participated in elected officials advanced leadership training; met with Serve Minnesota executive director; was elected to League of Minnesota Cities Insurance Trust Board.

UPCOMING MEETINGS

- Monday, March 10 5:30 p.m. Planning Board Meeting
- Monday, March 17 6:00 p.m. Council Meeting
- Monday, March 24 5:30 p.m. Work Session

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ADJOURN

There being no further business, motion by Peterson, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:20 p.m.

Respectfully submitted,

Michelle R. Miller
City Clerk

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COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Special Meeting – March 3, 2025

Pursuant to due call and notice, a special meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, March 3, 2025 at 7:24 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

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

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

Others: Chris Hamilton, Broker

Mayor Prince stated that the purpose of the meeting was to review confidential or non-public appraisal data relating to the acquisition or sale of real property, to determine the asking price for real or personal property to be sold by the government entity, as well as to develop or consider offers or counter-offers for the purchase or sale of said property. (BNSF PARCEL)

Motion by Eaton, seconded by Thayer, to close the meeting in accordance with Minnesota Statute Section 13D.05, Subd. 3 for the purpose of reviewing confidential or non-public appraisal data relating to the acquisition or sale of real property, to determine the asking price for real or personal property to be sold by the government entity, as well as to develop or consider offers or counter-offers for the purchase or sale of said property. (BNSF PARCEL). Motion carried by unanimous voice vote. Meeting closed at 7:25 p.m.

Councilmembers discussed the property in closed session and provided direction to staff to bring a purchase agreement forward.

Prince reopened the meeting at 7:35 p.m.

ADJOURN

There being no further business, motion by Peterson, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:36 p.m.

Respectfully submitted,

Michelle R. Miller

Michelle R. Miller
City Clerk

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Bill List Summary

April 7th, 2025

Check /Wire	Vendor	Amount	
ACH	Macqueen Equpment, Inc.	$4,586.40	
42161 - 42262	See Attached List	1,070,709.22	
		$1,075,295.62	
	TOTAL		$ 1,075,295.62

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 04/02/2025 - 9:52AM
Warrant Request Date: 4/8/2025
DAC Fund:

Batch: 00408.04.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	A Stitch in TIme	000042161	36.99
2	Ace On The Lake	000042162	609.49
3	Acme Tools-Bemidji	000042163	933.56
4	Advanced Eng.& Environ.Serv., Inc.	000042164	6,792.00
5	Arrow Printing	000042165	69.31
6	Artisan Beer Company	000042166	274.72
7	Arvig	000042167	332.17
8	ASCAP	000042168	446.83
9	Ascentek, Inc.	000042169	114.72
10	Auto Value Bemidji	000042170	13.99
11	Automatic Systems Co.	000042171	49,124.00
12	Barr Engineering Company	000042172	23,032.50
13	Baycom, Inc.	000042173	31,975.00
14	Bellboy Corporation	000000000	6,950.81
15	Beltrami County Dare Advisory	000000000	1,607.95
16	Beltrami County Solid Waste	000042174	39.15
17	Beltrami County Treasurer	000042175	40.00
18	Bemidji Coca-Cola Bottling Co, Inc	000042176	925.60
19	Bemidji Paper Sales, Inc.	000042177	805.45
20	Bernick's	000000000	38,266.02
21	Bessler Electric	000042178	5,742.11
22	Bob's Econo Pump	000042179	205.00
23	Bonded Lock & Key of Bemidji	000042180	5,290.98
24	Bound Tree Medical, LLC	000042181	916.32
25	Bradco Restoration, Inc.	000042182	2,500.00
26	Breakthru Beverage Minnesota Wine & Spirits, LLC	000042183	25,344.90
27	Cenex Fleetcard	000042184	16,392.91
28	Central McGowan, Inc	000042185	34.07
29	City of Bemidji - ACH	000000000	12,642.46
30	CivicPlus	000042186	8,273.00
31	Clarity Glass	000042187	443.30
32	Cleaning Maid Simple	000000000	1,080.00
33	Column Software PBC	000042188	92.33
34	Core & Main	000042189	16,778.43
35	Dahlheimer Beverage Brainerd	000000000	5,036.85
36	Diamond Mowers LLC	000042190	475.30
37	Dondelinger Chev-Buick, Inc	000042191	6.80
38	D-S Beverages	000042192	45,424.52
39	Duluth Timing & Events	000042193	1,109.46
40	Eagle Engraving, Inc	000042194	76.95
41	Environmental Resource Associates	000042195	267.46
42	Fastenal Company	000042196	144.37
43	Fed Ex	000042197	100.30
44	Firehouse LLC	000000000	23,348.78
		Page Total:	$334,116.86

Line	Claimant	Voucher No.	Amount
45	FleetPride, Inc.	000042198	1,193.49
46	Forestedge Winery	000000000	1,794.00
47	Forum Communications Company	000000000	580.00
48	Gaslin Garage Door	000042199	2,129.00
49	Graham,Greg	000000000	209.99
50	Grand Forks Fire Equipment LLC	000000000	798.36
51	Greater Minnesota Parks & Trails	000042200	265.00
52	Guardian Fleet Safety	000042201	2,285.16
53	Hawkins, Inc.	000042202	23,565.05
54	Hein,Heidi	000000000	150.00
55	Hokuf,Sharon	000042203	100.00
56	Huot,Mark	000000000	300.00
57	Icon Architectural Group	000042204	4,000.00
58	Image Photography & Camera Corner	000042205	250.00
59	Ink Spot Press	000042206	610.79
60	Jim Hirt Trucking, Inc	000042207	2,206.59
61	Johnson Bros., Inc.	000042208	40,536.10
62	Jon's Refuse Solutions, Inc	000042209	2,428.50
63	Joyce,Alexis	000000000	150.00
64	Juntila,Kyle	000000000	60.78
65	Kemmer Electric	000042210	143.05
66	Kitchigami Regional Library	000042211	80,522.00
67	Kloesel,John	000042212	123.21
68	Krause,Ainslee	000000000	383.70
69	L & M Supply, Inc.	000042213	716.79
70	Lawson Products, Inc.	000042214	641.77
71	Liftnow Automotive Equipment Corp.	000042215	6,596.86
72	Lisa Jean Designs	000042216	110.00
73	Loucks	000042217	6,193.00
74	Macqueen Emergency Group	000000000	1,625.11
75	Macqueen Equipment, Inc.	000000000	249,635.00
76	Maid In Bemidji, Inc.	000000000	600.00
77	Marco Technologies LLC	000042218	188.68
78	Marco, Inc.	000000000	555.52
79	Marshall-Bond Pumps, Inc.	000042219	704.11
80	Martin,Kyle	000000000	154.00
81	Maverick Beverage Company	000042220	2,454.50
82	McKinnon Co., Inc.	000042221	22,415.94
83	McMaster-Carr Supply Co.	000000000	270.33
84	Menards-Bemidji	000042222	433.04
85	Milk and Honey Ciders	000042223	208.00
86	Miller,Michelle	000000000	381.00
87	MN Dept of Revenue ACH	000000000	72,022.00
88	MN Energy Resources	000000000	18,984.87
89	MN Pollution Control Agency	000042224	400.00
90	MN Valley Testing Lab, Inc.	000000000	530.80
91	MN-LEAP	000042225	219.00
92	Motorola Solutions, Inc.	000042226	8,274.96
93	MTI Distributing Co.	000042227	1,830.61
94	NAPA Auto Parts/Premier	000042228	1,735.16
95	Naylor Heating & Refrigeration, LLC	000000000	2,592.13
96	Nei Bottling, Inc.	000042229	305.20
97	Northern Balance & Scale	000042230	200.00
98	OAKES,CURT	000042231	21.71
99	OSI Environmental Inc.	000042232	100.00
100	Otter Tail Power Company	000042233	51,473.25
101	Paul Bunyan Communications	000042234	2,953.04
		Page Total:	$620,311.15

Line	Claimant	Voucher No.	Amount
102	Paul Bunyan Ice	000042235	653.84
103	Paustis & Sons	000042236	2,066.00
104	Peterson Sheet Metal, Inc.	000000000	2,970.65
105	Phillips Wine & Spirits	000042237	45,589.09
106	PowerPlan OIB	000042238	592.15
107	Priority Payment Systems	000000000	353.65
108	Productive Parks	000042239	1,944.00
109	Purrington Photography	000042240	500.00
110	Quality Flow Systems, Inc.	000000000	1,830.00
111	RIHM Kenworth	000042241	21.33
112	RMB Environmental Laboratories, Inc.	000042242	1,354.32
113	Safety Kleen Systems, Inc.	000042243	208.46
114	Sanford Center	000042244	815.39
115	Scenario Learning, LLC	000042245	904.05
116	Schermerhorn,Guy	000000000	78.00
117	Short Elliott Hendrickson, Inc.	000042246	17,356.92
118	Skumavc,Kori	000000000	64.12
119	Southern Glazer's of MN	000042247	21,170.57
120	Southside Tow & Rec, Inc	000042248	1,750.25
121	Staples Advantage	000042249	595.46
122	Stoel Rives LLP	000042250	2,062.00
123	Streicher's	000042251	402.33
124	Swank Motion Pictures, Inc	000042252	480.00
125	TC Lighting Supplies & Recycling, Inc	000042253	1,500.00
126	The Bemidji Pioneer	000042254	161.89
127	The Wine Company	000042255	1,828.95
128	Thomas, JR.,Chuck	000042256	702.00
129	U.S. AutoForce	000042257	22.00
130	US Bank Merchant Billing	000000000	495.73
131	Vestis	000042258	1,833.98
132	Viking Industrial Center	000042259	119.34
133	Vinocopia, Inc.	000000000	2,478.50
134	Wagner Plumbing & Heating, Inc	000042260	473.98
135	Wells Fargo.Business Track	000000000	1,080.56
136	Wes Plumbing & Heating	000042261	775.00
137	Wine Merchants	000042262	1,046.70
		Page Total:	$116,281.21
		Grand Total:	$1,070,709.22

Sanford Center
Cash Requirements
As of Apr 8, 2025

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

Vendor	Description	Date	Amount Due
Advanced Business Integrations	**Timeclock Software**	**3/18/25**	**615.10**
Ace on the Lake	**Operating Supplies**	**3/18/25**	**9.73**
Adam Kadrlik	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
ADP, Inc	**Payroll Software**	**3/21/25**	**491.28**
Adpro Sports, LLC	MCR: Staff Uniforms - 50% Deposit Required	3/19/25	5,932.20
Adpro Sports, LLC	Staff Uniforms - Remaining Invoice Amount	3/19/25	5,932.20
Adpro Sports, LLC	**Adpro Sports, LLC**		**11,864.40**
Alicia Wickner	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
ASM Global	March IT Fees	3/13/25	1,162.50
ASM Global	March Management Fee	3/18/25	10,300.00
ASM Global	Event Insurance Reimburseable	3/24/25	200.00
ASM Global	**ASM Global**		**11,662.50**
Bemidji Baseball Booster Club	**NPO Payment**	**3/1/25**	**32.35**
Bemidji Coca-Cola Company	CM: Inventory - Beverage	3/17/25	-90.00
Bemidji Coca-Cola Company	Inventory - Beverage	3/17/25	238.00
Bemidji Coca-Cola Company	CM: Inventory - Beverage	3/20/25	-179.84
Bemidji Coca-Cola Company	Inventory - Beverage	3/20/25	660.45
Bemidji Coca-Cola Company	Inventory - Beverage	3/28/25	1,985.38
Bemidji Coca-Cola Company	**Bemidji Coca-Cola Company**		**2,613.99**
Bernick's	CM: Inventory - Beer	3/14/25	49.30
Bernick's	Inventory - Beer	3/28/25	-653.60
Bernick's	**Bernick's**		**-604.30**
Brandon Mack	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Breakthru Beverage Mn Wine & Spirits	**Inventory - Wine**	**3/27/25**	**281.10**
Bemidji State University	NPO Payment	3/1/25	19.05
Bemidji State University	NPO Payment	3/1/25	79.62
Bemidji State University	NPO Payment	3/1/25	84.18
Bemidji State University	**Bemidji State University**		**182.85**
Central McGowan Inc	**Food and Beverage CO2**	**3/31/25**	**55.06**

Sanford Center
Cash Requirements
As of Apr 8, 2025

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

Vendor	Description	Date	Amount Due
Commercial Refrigeration Systems, Inc	**General Building Maintenance**	**3/21/25**	**689.35**
CHS, Inc	**Event Refund for Advance Overpayment**	**3/18/25**	**38.05**
Constellation Newenergy-Gas Div. LLC	**Utility - Natural Gas**	**3/24/25**	**13,638.30**
D-S Beverages Inc	**Inventory - Beer**	**3/27/25**	**1,288.70**
Dacotah Paper Co	**Janitorial Supplies**	**3/11/25**	**1,432.42**
Deuces Wild, LLC	**Event Artist Deposit Reimburseable**	**4/2/25**	**8,500.00**
Ethan Rogers	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Fusion Competition Booster Club	NPO Payment	3/1/25	84.60
Fusion Competition Booster Club	NPO Payment	3/1/25	125.89
Fusion Competition Booster Club	**Fusion Competition Booster Club**		**210.49**
Fiserv, Inc and its affilates	Clover F&B POS Host and Subscription	2/1/25	32,830.00
Fiserv, Inc and its affilates	Operating Supplies	3/13/25	261.36
Fiserv, Inc and its affilates	**Fiserv, Inc and its affilates**		**33,091.36**
Grainger	Operating Supplies	3/21/25	49.70
Grainger	Operating Supplies	3/21/25	21.88
Grainger	**Grainger**		**71.58**
Heidi Neese	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Interstate Power Systems, Inc.	**General Building Maintenance**	**3/31/25**	**2,150.18**
Itasca Outdoor Advertising	**Show Marketing Reimburseable**	**3/25/25**	**490.00**
Janine Johnson	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Jason Larimer	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Jordan Mann	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Lexi Mudrick	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Luekens Village Foods - North	Inventory - Food	3/17/25	41.40
Luekens Village Foods - North	Inventory - Food	3/24/25	141.13

Sanford Center
Cash Requirements
As of Apr 8, 2025

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

Vendor	Description	Date	Amount Due
Luekens Village Foods - North	Inventory - Food	3/28/25	57.04
Luekens Village Foods - North	**Luekens Village Foods - North**		**239.57**
Luekens Village Foods - South	Inventory - Food	3/17/25	8.49
Luekens Village Foods - South	Inventory - Food	3/17/25	14.31
Luekens Village Foods - South	Inventory - Food	3/22/25	14.28
Luekens Village Foods - South	Inventory - Food	3/30/25	29.84
Luekens Village Foods - South	**Luekens Village Foods - South**		**66.92**
Malaak Khattab	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Marsh USA LLC	**General Liability Insurance**	**4/1/25**	**4,018.00**
McKinnon Company Inc	**Inventory - Beer**	**3/26/25**	**546.75**
Morgan Skiles	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Nate Anderson	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Natures Edge Garden Center Inc	**March Snow Removal**	**3/15/25**	**8,550.00**
NLFX Professional	Contracted AV Reimburseable	3/24/25	45.00
NLFX Professional	General Building Repair	3/31/25	236.25
NLFX Professional	**NLFX Professional**		**281.25**
OtterTail Power Company	**Utility - Electric**	**3/25/25**	**19,573.15**
Paul Bunyan Communications	**Utility - Telephone**	**4/1/25**	**1,638.50**
Performance Food Group	Inventory - Food	3/12/25	1,618.72
Performance Food Group	Inventory - Food	3/13/25	-142.23
Performance Food Group	Inventory - Food	3/13/25	-47.41
Performance Food Group	Inventory - Food	3/17/25	1,344.23
Performance Food Group	Inventory - Food	3/19/25	1,987.86
Performance Food Group	Inventory - Food	3/21/25	3,373.34
Performance Food Group	Inventory - Food	3/25/25	396.20
Performance Food Group	Operating Supplies	3/25/25	94.00
Performance Food Group	Inventory - Food	3/27/25	-174.26
Performance Food Group	Inventory - Food	3/28/25	6,720.74
Performance Food Group	Inventory - Food	3/31/25	1,604.97
Performance Food Group	Inventory - Food	4/1/25	38.26
Performance Food Group	Inventory - Food	4/1/25	127.26
Performance Food Group	**Performance Food Group**		**16,941.68**

Sanford Center
Cash Requirements
As of Apr 8, 2025

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

Vendor	Description	Date	Amount Due
Robert Anderson	March Cell Phone Reimbursement	3/31/25	60.00
Robert Anderson	Reimbursement: Show Marketing Reimburseable, X/Twitter, Auto Cad, & Canva Subs, Office Supplies, and Operating Supplies Returned	4/1/25	1,425.38
Robert Anderson	**Robert Anderson**		**1,485.38**
Rodney Anderson	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Shelana Ysen	**March Cell Phone Reimbursement**	**3/31/25**	**60.00**
Southern Glazer's of MN	**Inventory - Wine & Liquor**	**3/27/25**	**1,347.04**
T&K Outdoors, Inc	**Storage Container Rent**	**4/1/25**	**100.00**
Vestis Group, Inc	Laundry & Linen	3/13/25	34.95
Vestis Group, Inc	Laundry & Linen	3/13/25	147.52
Vestis Group, Inc	Laundry & Linen	3/20/25	626.97
Vestis Group, Inc	Laundry & Linen	3/20/25	147.52
Vestis Group, Inc	Laundry & Linen	3/27/25	1,213.11
Vestis Group, Inc	Laundry & Linen	3/27/25	147.52
Vestis Group, Inc	Laundry & Linen	3/27/25	176.97
Vestis Group, Inc	**Vestis Group, Inc**		**2,494.56**
			147,110.14

BUSINESS LICENSES APPROVALS - 2025

Type of License	Business Name	Business Location	Fee Paid
Massage Establishment			
	SERENITY MASSAGE, LLC	**522 BELTRAMI AVENUE NW, STE 1**	**$120.00**
		Michelle Vollan	
Massage Therapist			
	MICHELLE BRENDA VOLLAN	**522 BELTRAMI AVE NW, SUITE 101**	**$120.00**
		Serenity Massage	
Restaurant/Food Service			
	MILLER CONCESSIONS	**WITHIN BEMIDJI CITY LIMITS**	**$35.00**

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve Special Event Permit for Voyageurs Banana Walk (May 15)**

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

Background:
Voyageurs Expeditionary School has submitted a special event application for their Banana walk/run fundraiser to be held on May 15. They have selected May 22 as an alternate rain date. City staff have reviewed the application and have no issues or concerns.

Recommendation:
Approve Special Event Permit for Voyageurs Banana Walk (May 15).

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): Voyageurs Expeditionary School

Address: 3724 Bemidji Ave N, Bemidji MN 56001

Event Contact Name (Required): Elaine O. Hardwick
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (507) 995-4392

Event Contact Email (Required): elaine@voyageursschool.org

Event Contact Name #2 (Required): Sean Clay (218-766-4808) & Austen LaDuke-Clark (218-407-4105)

Contact #2 Phone (Required): (_____) _____

Event Information

Event Name (Required): Voyageurs Expeditionary School - Banana Walk/Run Fundraiser

Event Date: 5/15/25 (5/22/25) rain date
If the event is multiple days please enter them in the box below.

Event Dates (continued):

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

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

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

Event Time: _____

Set-up Time: _____

Clean-up Time: _____

Expected Daily Attendance: _____
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

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

If Other, please explain: _____

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

We will be having a one-mile walk/run fun-run. This will be used as a fundraiser for our school. This run will be open to the public. Advertising will be in-house, on our FB, IG, and website, as well as mailings home to our Voyageurs' families. The fee is $20/person and includes the costume.

We will do a pre-registration will be done online and/or in-person at our school through April 20 , and the "day-of" registration is at the school (same cost + costume if available). Participant check-in on event day will be at the school, THURS, MAY 15, 3-330pm. The run will begin at 3:30pm. People who are late, can still walk/run with the walk/run ending at 430pm (estimate). We have restrooms at school for participants to use.

Voyageurs will provide prizes and food. The event walk/run will start at Voyageurs parking lot, then left onto Bemidji Ave N, turn left at 29th St NE, turn right at Birchmont Dr NE, right at 26th Ave NE, and then right at Bemidji Ave N to finish up at the Voyageurs parking lot. We will have volunteers along the route to assist event participants and to clean-up, and return cones to Voyageurs. We will provide our own cones to mark along the route, and mark the route with cones and assigned volunteers by 3:15pm.

The event will take place at 3:15-6 pm Thursday once the school buses leave the school. We plan to have food/drinks/prizes as participants arrive and expect the event to end by 5pm. The 1-hour time, 5-6pm, is to finish any clean-up along the route and at school.

We will prepare food in our kitchen. We have our own cones for marking the route along the named streets. We will have amplified music in our parking lot during the event. We have a small bluetooth speaker we use for our indoor events. Parking will be in our lot and next door at AWCL if needed.

Elaine is the Voyageurs Staff Leader for this event, Sean & Austen are Student Leaders for this event (and learning how to set-up a repeat event like this for the 2025-2026 school year)

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: _____

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☐ Yes

☒ No

Tents/Structures

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

Special Event Signs
Banners – Obstructions on Public Property (City Code 20-2)

- 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.

Tents or Canopies (Required):
(Select only one option)

☐ Yes

☒ No

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

Alcohol (Select One) (Required):
(Select only one option)
**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

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

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application

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: 0

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 0

Number of Barricades Requested: 0

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 0

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

Number of Benches Requested: 0

10 Benches have backs; 12 are backless

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: 0

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.

Special Event Application

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

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: _____

Between _____ *&/To* _____

Start Time of Street Closure: _____

End Time of Street Closure: _____

Number of *No Parking* Signs Requested: _____

Event Maps

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

Site Map

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

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

Route Map

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

Special Event Application

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

Vehicle Policy

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

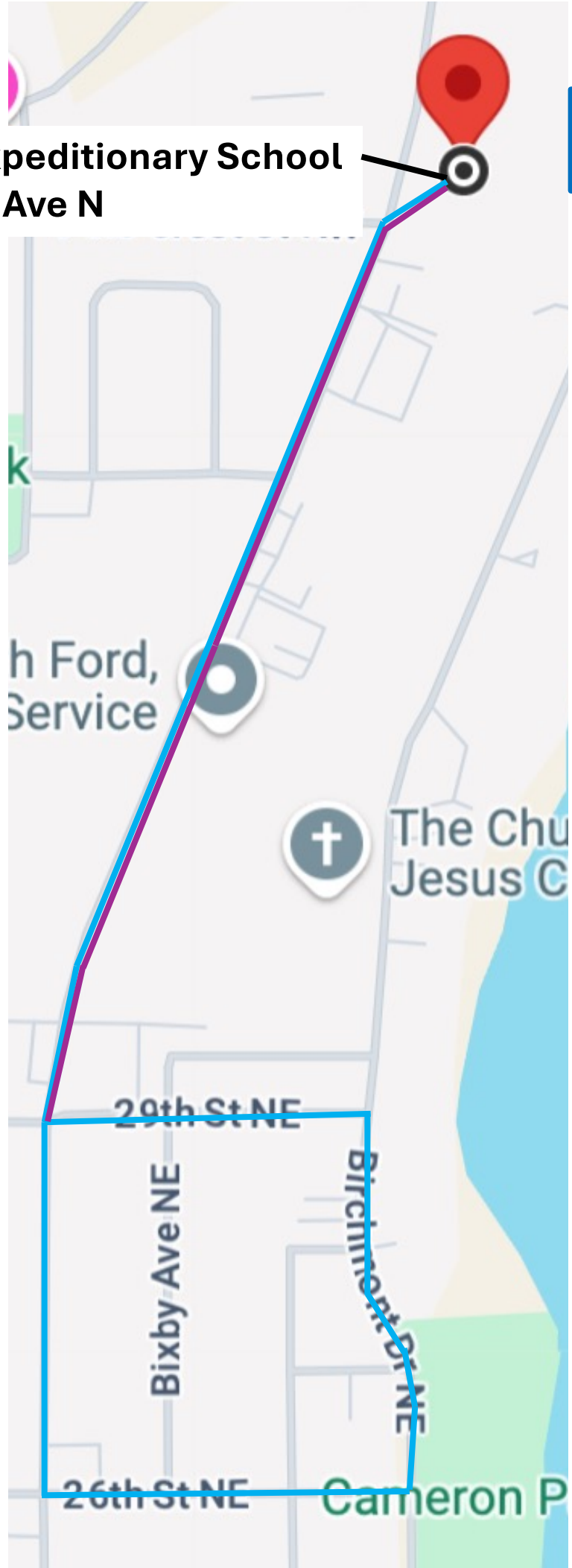
Applicant Signature

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

Signature: Elaine O. Hardwick, Sean Clay, Austen Laduke-Clark

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

Voyageurs Expeditionary School
3724 Bemidji Ave N



Blue route

Leave Voyageurs, Bemidji AVE N

right onto

29th ST NE

right onto

Birchmont Dr NE

right onto

26th ST NE

right onto

Purple route

Return to Voyageurs along Bemidji AVE N

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve Special Event Permit for Sunset Sounds**

Prepared By:
Michelle Miller, City Clerk Admin

Background:
Bemidji Brewing has submitted a special event application for their Sunset Sounds summer concert series. Bemidji Brewing will hold these events on their patio and have submitted the application under the amplified sound in connection with a gathering of 100 or more attendees section of the city code. City staff have reviewed the application and have no issues or concerns.

Recommendation:
Approve Special Event Permit for Sunset Sounds.

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 BREWING

Address: 211 AMERICA AVE

Event Contact Name (Required): LISA MATTSON

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

Cell Phone (Required): (218) 242-0889

Event Contact Email (Required): MUSIC@BEMIDJIBEER.COM

Event Contact Name #2 (Required): [redacted] MALLORY ARNOLD (Bemidji Brewing Community Engagement Coordinator)

Contact #2 Phone (Required): (218) 766-9183

Event Information

Event Name (Required): Sunset Sounds

Event Date: SEE BELOW - 7 CONCERTS

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

Event Dates (continued):

5/31/25 8/23/25
6/14/25
6/28/25
7/12/25
7/26/25
8/9/25

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: BEMIDJI BREWING - ON OUR PATIO

Special Event Application

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

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

Event Time: 7pm - 9pm

Set-up Time: 5:30pm

Clean-up Time: 9pm - 10pm

Expected Daily Attendance: ~100 (TR AND PATIO OCCUPANCY)
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

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

If Other, please explain: _____

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

Outdoor Summer live music series at Bemidji Brewing.

NO CITY STREETS OR CITY PARKING LOTS NEEDED.

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: PROFESSIONAL SOUND (CONTRACTED - LISA MATTSON)
PA - PEAVY XR 1200

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

- ☐ Yes
- ☑ No

Tents/Structures

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

Special Event Signs
Banners – Obstructions on Public Property (City Code 20-2)

- 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.

Tents or Canopies (Required):
(Select only one option)

- ☐ Yes
- ☑ No

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

NONE

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
- ☑ FALLS UNDER OUR (BEMIDJI BREWING) LIQUOR LICENSE. IN OUR FOOTPRINT.

Special Event Application

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: NONE

Request to Use City Property

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

Number of Cones Requested: 0

Number of Barricades Requested: 0

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

Number of picnic tables requested: 0
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 0
10 Benches have backs: 12 are backless

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: NONE

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.

Special Event Application

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

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. All site maps should indicate the location of the following *(if Applicable)*:

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

Route Map

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

Special Event Application

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

Vehicle Policy

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

Applicant Signature

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

Signature: _____

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve Special Event Permit for Take A Kid Fishing (June 11)**

Prepared By:
Michelle Miller, City Clerk Admin

Background:
Bemidji Take a Kid Fishing has submitted a special event application for their annual Take a Kid Fishing event to be held on June 11 at Cameron Park. City staff have reviewed the application and have no issues or concerns.

Recommendation:
Approve Special Event Permit for Take A Kid Fishing (June 11).

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 Area Take a Kid Fishing

Address: PO Box 163 Bemidji, MN 56619

Event Contact Name (Required): Christina Regas

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

Cell Phone (Required): (218) 368-9394

Event Contact Email (Required): bemidjitkf.org

Event Contact Name #2 (Required): Joy Barclay

Contact #2 Phone (Required): (218) 760-1787

Event Information

Event Name (Required): Take a Kid Fishing

Event Date: June 11, 2025

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

Event Dates (continued):

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

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

If Other, please explain: _____

Special Event Application

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

- [x] Under 99 Participants - $250 Damage Deposit
- [ ] 100-299 Participants - $500 Damage Deposit
- [ ] 300+ Participants - $1000 Damage Deposit

Event Time: 10:00am - 11:30am

Set-up Time: _____

Clean-up Time: _____

Expected Daily Attendance: _____
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

- [ ] Festival
- [ ] Bike Ride
- [ ] Walk/Fun Run
- [ ] Concert/Performance
- [ ] Other
- [ ] Block Party

If Other, please explain: _____

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

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.

- [x] No
- [ ] Yes

List type of amplified sound: _____

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☐ Yes

☒ No

Tents/Structures

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

Special Event Signs
Banners – Obstructions on Public Property (City Code 20-2)

- 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.

Tents or Canopies (Required):
(Select only one option)

☐ Yes

☒ No

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

Alcohol (Select One) (Required):
(Select only one option)
**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

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

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application

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: _____

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 0

Number of Barricades Requested: 0

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 0
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 0
10 Benches have backs; 12 are backless

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: 0

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.

Special Event Application

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

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. All site maps should indicate the location of the following *(if Applicable):*

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

Route Map

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

Special Event Application

Detour Map

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

Vehicle Policy

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

Applicant Signature

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

Signature: Christina A. Regas

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve Special Event Permits for Annual Jaycees Water Carnival**

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

Background:
The Jaycees have submitted several applications for their 81st Annual Water Carnival. The event will take place July 2-6, 2025 with set up and take down occurring from June 25-July 8. Staff met with event organizers, which helps staff and organizers work through any questions, concerns and staff-specific items that may come up during the event. Staff have no additional concerns with the event applications.

Recommendation:
Approve Special Event Permits for Annual Jaycees Water Carnival.

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 Jaycees

Address: PO Box 293, Bemidji, MN 56619

Event Contact Name (Required): Larissa Donovan
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 407-0825

Event Contact Email (Required): bemidjijaycees@gmail.com

Event Contact Name #2 (Required): Missy Malone

Contact #2 Phone (Required): (218) 209-5335

Event Information

Event Name (Required): Bemidji Jaycees 81st Annual Water Carnival Color Run

Event Date: 7/5/2025
If the event is multiple days please enter them in the box below.

Event Dates (continued):

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

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

- [x] Under 99 Participants - $250 Damage Deposit
- [ ] 100-299 Participants - $500 Damage Deposit
- [ ] 300+ Participants - $1000 Damage Deposit

Event Time: 10am

Set-up Time: 9am

Clean-up Time: 2pm

Expected Daily Attendance: 99
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

- [ ] Festival
- [ ] Bike Ride
- [x] Walk/Fun Run
- [ ] Concert/Performance
- [ ] Other
- [ ] Block Party

If Other, please explain: _____

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

7/5/2025: Color Run along the lakeshore east/west trail, using the Rotary Pavillion as check-in site.

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.

- [x] No
- [ ] Yes

List type of amplified sound: _____

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☐ Yes

☒ No

Tents/Structures

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

Special Event Signs
Banners – Obstructions on Public Property (City Code 20-2)

- 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.

Tents or Canopies (Required):
(Select only one option)

☐ Yes

☒ No

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

Alcohol (Select One) (Required):
(Select only one option)
**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

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

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application

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: 0

Request to Use City Property

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

Number of Cones Requested: 0

Number of Barricades Requested: 0

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

Number of picnic tables requested: 0
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 0
10 Benches have backs; 12 are backless

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: _____

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.

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Special Event Application

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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: _____

Between _____ *&/To* _____

Start Time of Street Closure: _____

End Time of Street Closure: _____

Number of *No Parking* Signs Requested: _____

Event Maps

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

Site Map

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

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

Route Map

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Special Event Application

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

Vehicle Policy

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

Applicant Signature

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

Signature: Larissa Donovan

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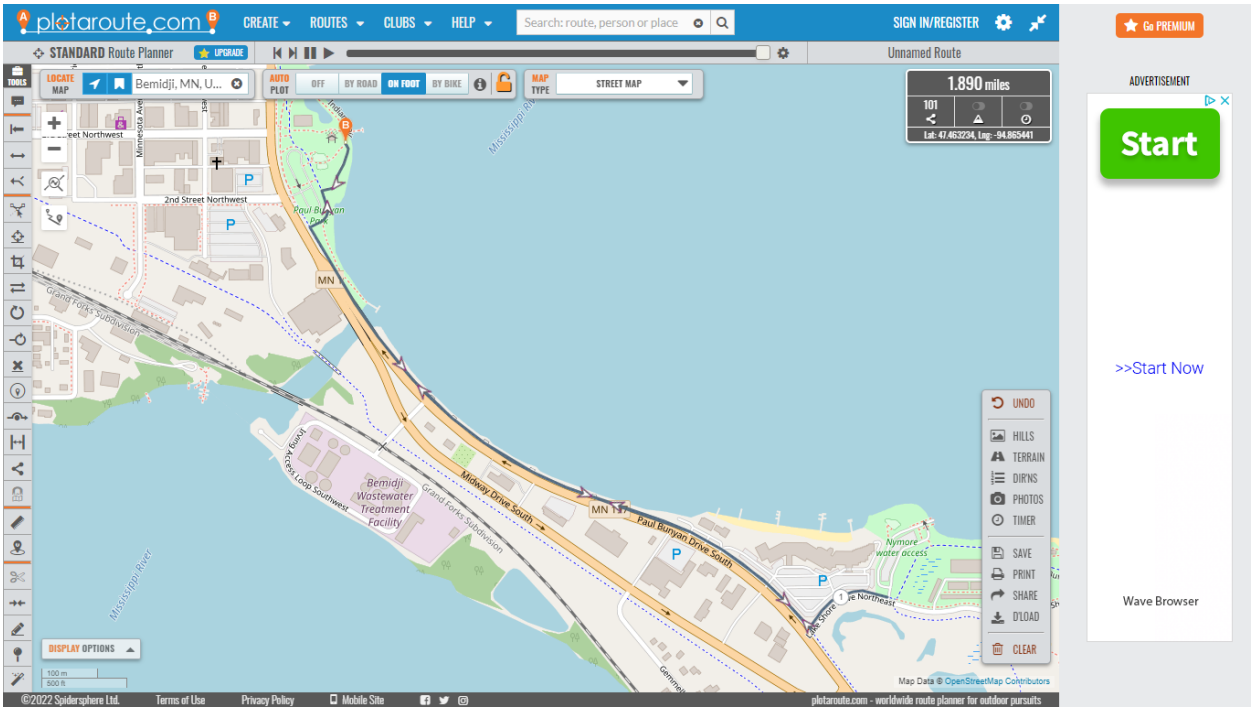
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HELP
Search: route, person or place
SIGN IN/REGISTER
STANDARD Route Planner
UPGRADE
Unnamed Route
Bemidji, MN, U...
AUTO PLOT
OFF
BY ROAD
ON FOOT
BY BIKE
MAP TYPE
STREET MAP
1.890 miles
Lat: 47.463234, Lng: -94.865441
2nd Street Northwest
Paul Bunyan Park
MN
Grand Forks Subdivision
Bemidji Wastewater Treatment Facility
Midway Drive South
Paul Bunyan Drive South
Nymore water access
Mississippi River
UNDO
HILLS
TERRAIN
DIRNS
PHOTOS
TIMER
SAVE
PRINT
SHARE
D'LOAD
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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 Jaycees

Address: PO Box 293, Bemidji, MN 56619

Event Contact Name (Required): Larissa Donovan
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 407-0825

Event Contact Email (Required): bemidjijaycees@gmail.com

Event Contact Name #2 (Required): Missy Malone

Contact #2 Phone (Required): (218) 209-5335

Event Information

Event Name (Required): Bemidji Jaycees 81st Annual Water Carnival Grand Parade

Event Date: 7/6/2025
If the event is multiple days please enter them in the box below.

Event Dates (continued):

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

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

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

Event Time: 1pm

Set-up Time: 10am

Clean-up Time: 5pm

Expected Daily Attendance: 1,000
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

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

If Other, please explain: Parade

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

7/6/2025: Parade line-up from 10 a.m., going from 16th St. NW and Minnesota Ave. NW; northbound to America Ave. NW and Paul Bunyan Dr. NW. Will need street closure. Parade route will also need street closure from 11 a.m. to 3 p.m. from Minnesota Ave. NW at 15th St. NW, east on 15th St. to Beltrami Ave. NW, from 15th south to 5th St., west on 5th St. NW to Minnesota Ave. NW, then north on Minn back to 15th St.

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: Sound systems on parade units and marching band(s)

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☐ Yes

☒ No

Tents/Structures

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

Special Event Signs
Banners – Obstructions on Public Property (City Code 20-2)

- 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.

Tents or Canopies (Required):
(Select only one option)

☒ Yes

☐ No

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

10X10 pop up tent for parade registration

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

Special Event Application

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: 0

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 10

Number of Barricades Requested: 40

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 0

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

Number of Benches Requested: 0

10 Benches have backs; 12 are backless

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: Bob's Econo Pump-4 or more

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.

Special Event Application

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

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?	Yes
Date(s) of requested street closure:	7/6/2025
Street Name(s) and/or number to be closed:	Minnesota Ave., from 16th St. to 5th St., Beltrami Ave. from 15th to 5th Streets, 5th Street from Beltrami Ave. to Minnesota, 15t
Start Time of Street Closure:	*Between* 10am *&/To* 3pm 10am
End Time of Street Closure:	3pm
Number of *No Parking* Signs Requested:	175

Event Maps

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

Site Map

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

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

Route Map

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

Special Event Application

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

Vehicle Policy

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

Applicant Signature

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

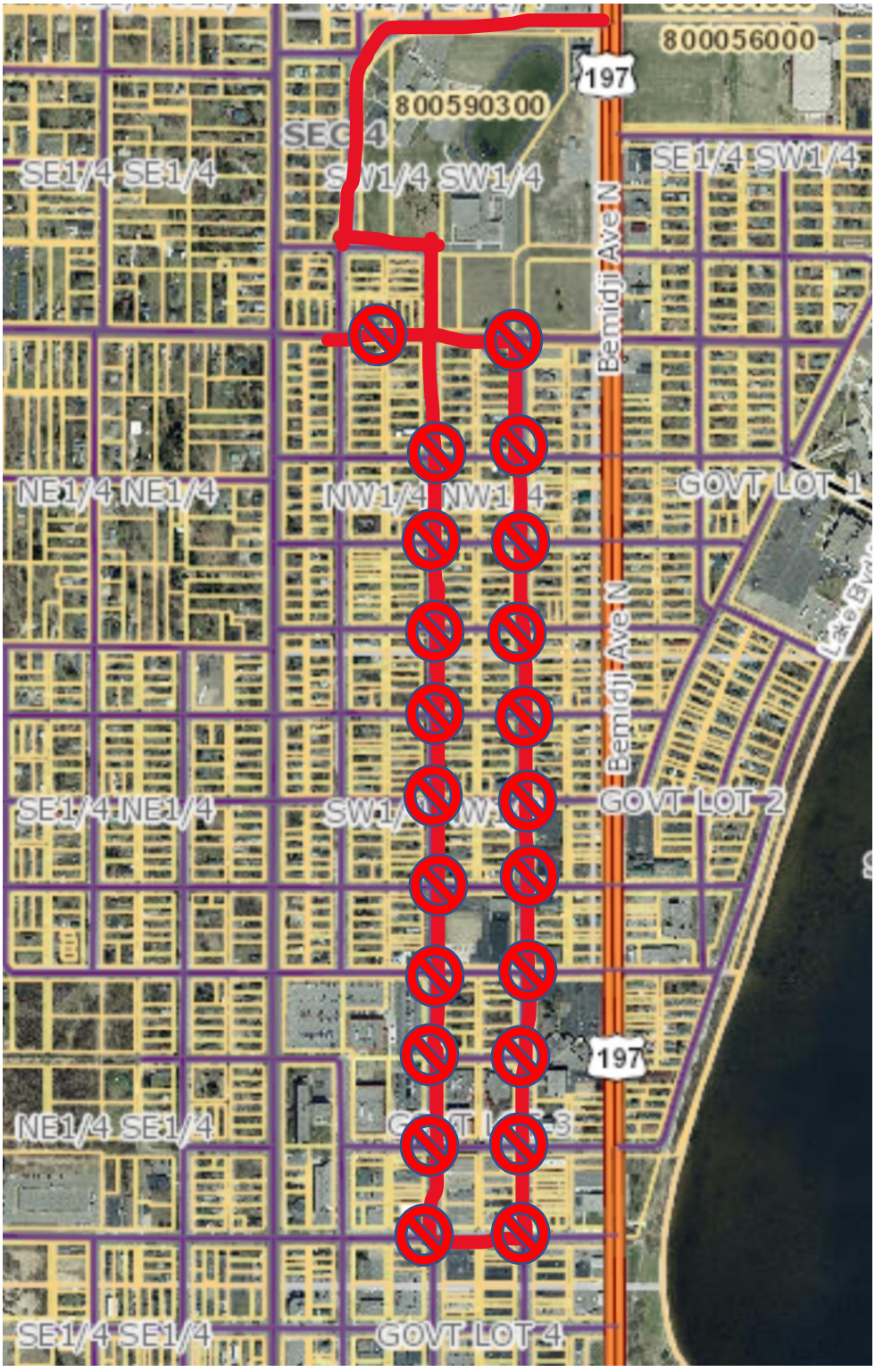
Signature: Larissa Donovan

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

Grand Parade Map

Red Line with no barricades indicates staging area. Barricades marked as

All cross streets from 15th st to 5th st and from 5th st to 15th st will be barricaded on both sides



Special Event Application

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Applicant Information

Organization Name (Required): Bemidji Jaycees

Address: PO Box 293, Bemidji, MN 56619

Event Contact Name (Required): Larissa Donovan
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 407-0825

Event Contact Email (Required): bemidjijaycees@gmail.com

Event Contact Name #2 (Required): Missy Malone

Contact #2 Phone (Required): (218) 209-5335

Event Information

Event Name (Required): Bemidji Jaycees 81st Annual Water Carnival Kid Events

Event Date: 7/5/2025
If the event is multiple days please enter them in the box below.

Event Dates (continued):

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

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

- [x] Under 99 Participants - $250 Damage Deposit
- [ ] 100-299 Participants - $500 Damage Deposit
- [ ] 300+ Participants - $1000 Damage Deposit

Event Time: 10am

Set-up Time: 9am

Clean-up Time: 1pm

Expected Daily Attendance: 99
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

- [ ] Festival
- [ ] Bike Ride
- [x] Walk/Fun Run
- [ ] Concert/Performance
- [ ] Other
- [ ] Block Party

If Other, please explain: _____

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

7/5/2025: Kiddie Parade on Lake Blvd NE from 12th St. to 6th St.

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.

- [x] No
- [ ] Yes

List type of amplified sound: _____

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☐ Yes

☒ No

Tents/Structures

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

Special Event Signs
Banners – Obstructions on Public Property (City Code 20-2)

- 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.

Tents or Canopies (Required):
(Select only one option)

☒ Yes

☐ No

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

10X10 pop up tent

Alcohol (Select One) (Required):
(Select only one option)
**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

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

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application

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: 0

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 10

Number of Barricades Requested: 5

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 0

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

Number of Benches Requested: 0

10 Benches have backs; 12 are backless

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: _____

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.

Special Event Application

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

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?	Yes
Date(s) of requested street closure:	7/5/2025
Street Name(s) and/or number to be closed:	Lake Blvd from 12th St. to 6th St.
Start Time of Street Closure:	*Between* 9:30am *&/To* 12pm 9:30am
End Time of Street Closure:	12pm
Number of *No Parking* Signs Requested:	16

Event Maps

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

Site Map

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

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

Route Map

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

Special Event Application

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

Vehicle Policy

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

Applicant Signature

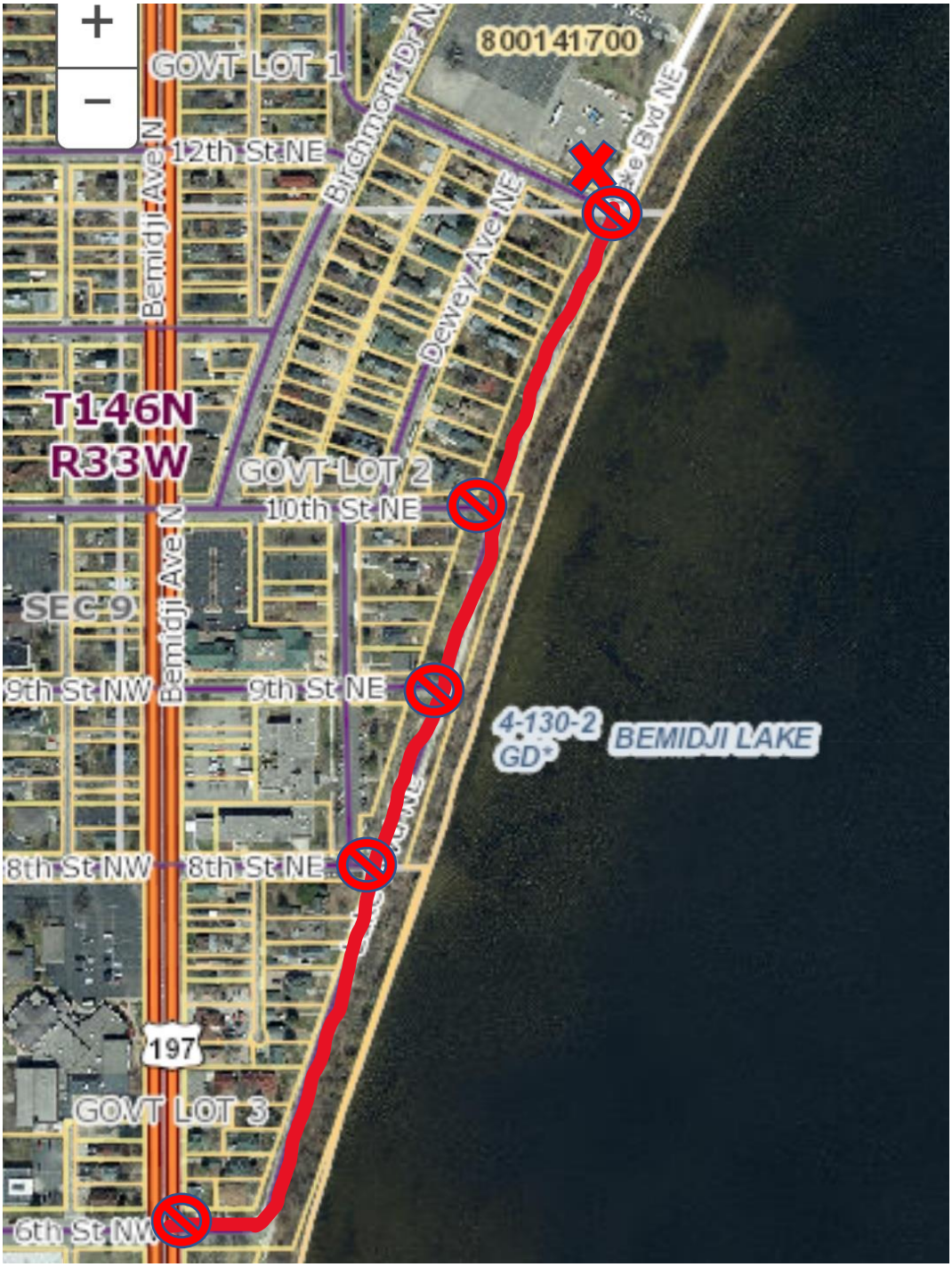
I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances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

Signature: Larissa Donovan

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

Kiddie Parade Map

Barricades marked as Tent Marked as



Special Event Application

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Applicant Information

Organization Name (Required): Bemidji Jaycees

Address: PO Box 293, Bemidji, MN 56619

Event Contact Name (Required): Larissa Donovan
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 407-0825

Event Contact Email (Required): bemidjijaycees@gmail.com

Event Contact Name #2 (Required): Missy Malone

Contact #2 Phone (Required): (218) 209-5335

Event Information

Event Name (Required): Bemidji Jaycees 81st Annual Water Carnival Waterfront Events

Event Date: 6/25/2025-7/8/2025
If the event is multiple days please enter them in the box below.

Event Dates (continued):

6/25/2025: Entertainment Tent Setup (6/26 & 6/27 backup set-up dates)
6/29/2025: Security Fencing Setup (6/30 backup dates)
7/2/2025-7/6/2025: Water Carnival runs daily
7/7/2025-7/8/2025: Tear down of Tent and Fencing

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: Waterfront area between Library Park and Paul Bunyan Park

Special Event Application

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

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

Event Time: 7/2/2025 8am-7/6/2025 11:59pm

Set-up Time: 6/25/2025 10am

Clean-up Time: 7/8/2025 11:59pm

Expected Daily Attendance: 500
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

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

If Other, please explain: _____

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

6/25/2025: Entertainment Tent Setup (6/26 & 6/27 backup set-up dates)
6/29/2025: Security Fencing Setup (6/30 backup dates)
7/2/2025-7/6/2025: Water Carnival runs daily, with evening performances/DJs and daytime activities
7/7/2025-7/8/2025: Tear down of Tent and Fencing

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: Music/Bands

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

- [x] 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)

- 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.

Tents or Canopies (Required):
(Select only one option)

- [x] Yes
- [ ] No

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

1 60x120 Entertainment Tent. North of the Tourist Information Center in Paul Bunyan Park

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.*

- [x] 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

Special Event Application

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: 8

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: 14

Number of Barricades Requested: 0

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 0

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

Number of Benches Requested: 0

10 Benches have backs; 12 are backless

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: Bob's Econo Pump-8 or more

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.

Special Event Application

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

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. Requesting 14 parking spaces at Paul Bunyan Park
Date(s) of requested street closure:	7/2/2025-7/6/2025
Street Name(s) and/or number to be closed:	Paul Bunyan Parking lot near TIC
Start Time of Street Closure:	*Between* 7/2 8am *&/To* 7/6 11:59pm 7/2/2025 8am
End Time of Street Closure:	7/6/2025 11:59pm
Number of *No Parking* Signs Requested:	14

Event Maps

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

Site Map

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

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

Route Map

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

Special Event Application

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

Vehicle Policy

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

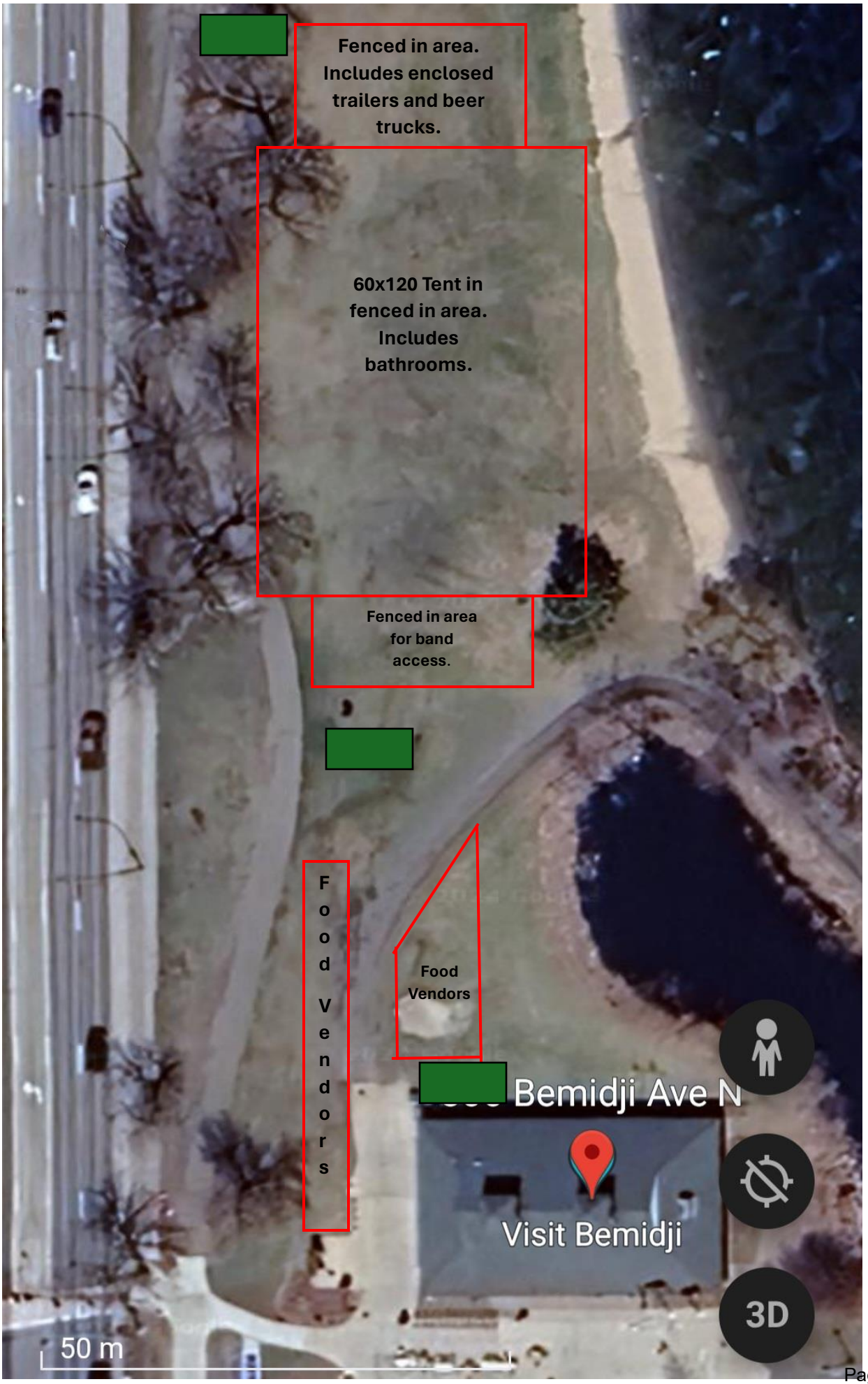
Applicant Signature

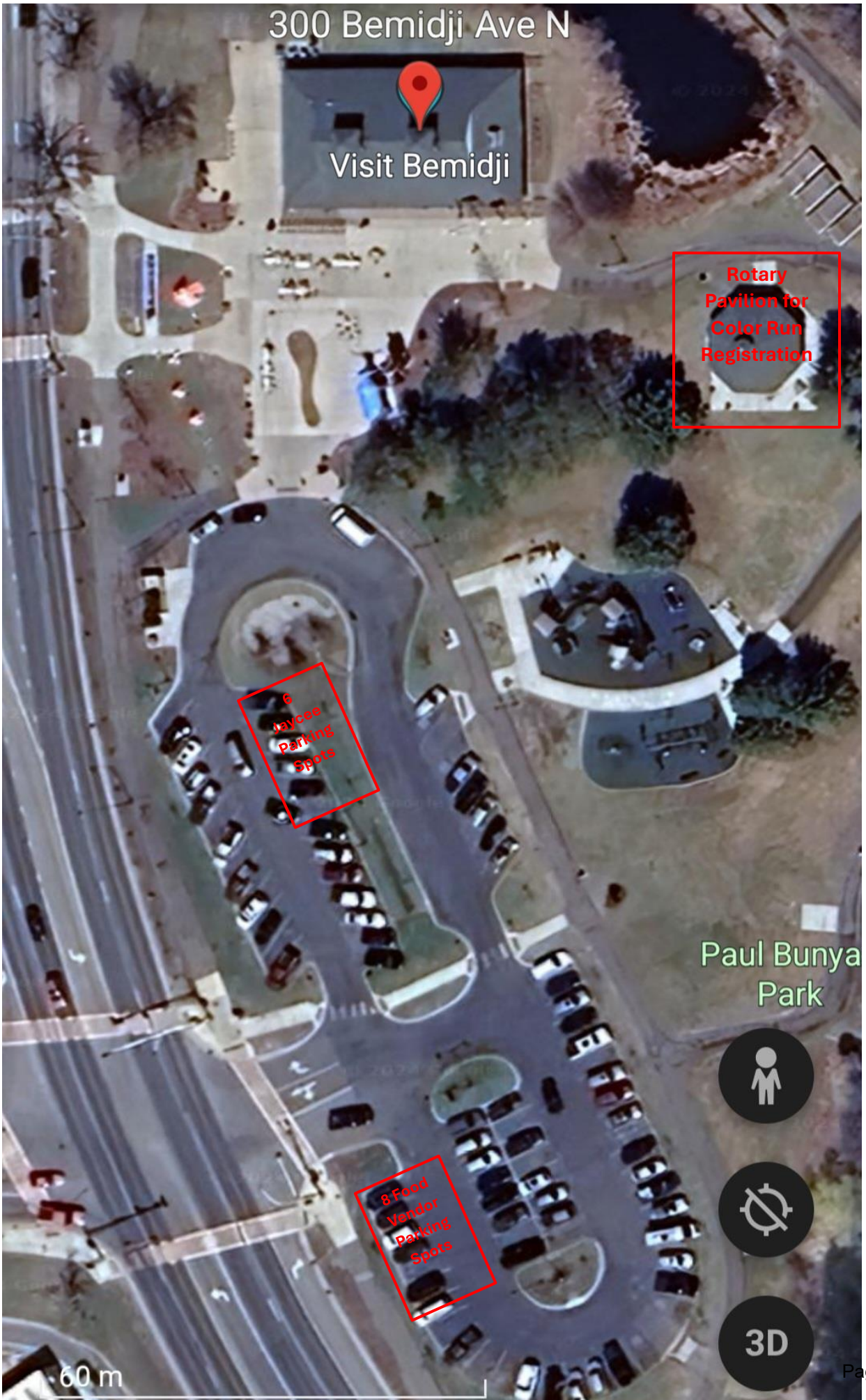
I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances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

Signature: Larissa Donovan

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

Electrical Box




300 Bemidji Ave N
Visit Bemidji
Rotary Pavilion for Color Run Registration
6 Jaycee Parking Spots
Paul Bunya Park
8 Food Vendor Parking Spots
3D
60 m

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 Jaycees

Address: PO Box 293, Bemidji, MN 56619

Event Contact Name (Required): Larissa Donovan
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 407-0825

Event Contact Email (Required): bemidjijaycees@gmail.com

Event Contact Name #2 (Required): Missy Malone

Contact #2 Phone (Required): (218) 209-5335

Event Information

Event Name (Required): Bemidji Jaycees 81st Annual Water Carnival

Event Date: 6/29/2025-7/8/2025
If the event is multiple days please enter them in the box below.

Event Dates (continued):

6/29/2025-7/1/2025-Setting up Bingo Tent and Rides start arriving at the Sanford Center Parking Lot. Setting up vendors in the Sanford Center Parking Lot.

7/2/2025-7/6/2025-Water Carnival runs with rides, Bingo, games and food

7/4/2025-Nymore Park: Nymore Landing and trail closure needed for fireworks staging beginning at midnight on 7/4/2025 and ending at 11:59pm on 7/4/2025, No Parking signs posted 7/2/2025 to notify public of the closure.

7/7/2025-7/8/2025: Tear down Bingo tent, vendors, rides and games

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

- [x] 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
- [x] City Parking Lot
- [x] Other

If Other, please explain: South Shore-Sanford Center, back lot for crew campers

Special Event Application

Please select your anticipated event size (Required)
(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

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

Event Time: 7/2/2025-7/6/2025

Set-up Time: 6/29/2025 8am to 7/1/2025 11:59pm

Clean-up Time: 7/7/2025 8am to 7/8/2025 11:59pm

Expected Daily Attendance: 1,000
Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

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

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

If Other, please explain: _____

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

6/29/2025-7/1/2025-Setting up Bingo Tent and Rides start arriving at the Sanford Center Parking Lot. Setting up vendors in the Sanford Center Parking Lot.

7/2/2025-7/6/2025-Water Carnival runs with rides, Bingo, games and food

7/4/2025-Nymore Park: Nymore Landing and trail closure needed for fireworks staging beginning at midnight on 7/4/2025 and ending at 11:59pm on 7/4/2025, No Parking signs posted 7/2/2025 to notify public of the closure.

7/7/2025-7/8/2025: Tear down Bingo tent, vendors, rides and games

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: Sound system for Bingo, music on rides

Special Event Application

Electricity (Required):
(Select only one option)
Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

- [x] 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)

- 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.

Tents or Canopies (Required):
(Select only one option)

- [x] Yes
- [ ] No

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

Two 20X40 tents for Bingo. 5-10 pop up tents for vendors.
Two 10X10 pop up tents for check-in at fireworks area.

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.
- [x] No Alcohol

Special Event Application

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: 0

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 10

Number of Barricades Requested: 14

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: 12 lightweight picnic tables

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

Number of Benches Requested: 0

10 Benches have backs; 12 are backless

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: Bob's Econo Pump-20 or more

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.

Special Event Application

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

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?	Yes. Sanford Center Parking Lot and Nymore Landing
Date(s) of requested street closure:	6/29/2025-7/8/2025
Street Name(s) and/or number to be closed:	Sanford Center Parking Lot 6/29/2025 8am to 7/8/2025 11:59pm. Nymore Landing 7/4/2025 12am to 11:59pm
Start Time of Street Closure:	*Between* 6/29 8am *&/To* 7/8 11:59pm 6/29/2025 8am
End Time of Street Closure:	7/8/2025 11:59pm
Number of *No Parking* Signs Requested:	Sanford Center Parking Lot 30, Nymore La

Event Maps

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

Site Map

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

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

Route Map

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

Special Event Application

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

Vehicle Policy

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

Applicant Signature

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

Signature: Larissa Donovan

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

Water Carnival Sanford Center Site Map

CAMPERS
BR
6YD
CAMPERS

Bemidji Jaycees Water Carnival 2025 Security Plan

Security

- Hard Target Security Services will provide security for the Entertainment Tent at the Waterfront and the Carnival at the Sanford Center Parking lot
- Bemidji Police Department will be contacted for officers to be at the event
- The 2025 Water Carnival Safety Procedures binder with Police, Fire Department and Security contact information, Procedures for Weather, Fire, Weapons and Medical situations and Incident Report Forms will be kept on site

Alcohol Security

- Alcohol will only be served at the Entertainment Tent
- The area where alcohol will be served will be fenced in
- No outside alcohol will be allowed. Signs will be posted
- No alcohol will be allowed to leave the fenced area. Signs will be posted
- All patron's will be ID'd and wrist banded upon entry when alcohol is being served
- Patron's must show wristband to be served
- Wristbands will be different each day alcohol is being served
- Patron's will not be allowed more than 2 drinks at a time
- Will have at least one TIPs, Training for Intervention Procedures, trained server on at all times alcohol is served

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

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

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

Background:
Minnesota Statutes, Section 340A.410 allows a city to issue a temporary on-sale liquor license to qualifying organizations. The Bemidji Jaycees have applied for and meet the qualifications to receive a license for the Jaycees Water Carnival for July 3-6, 2025.

Recommendation:
Approve 1-4 Day Temporary On-Sale Liquor License to the Bemidji Jaycees for July 3-6, 2025.

RESOLUTION NO.

A RESOLUTION APPROVING THE SITE AND RELATED REQUESTS FOR THE 81st ANNUAL JAYCEES WATER CARNIVAL

WHEREAS, the Bemidji Jaycees, hereinafter referred to as "Jaycees", have for many years sponsored and held an annual 4th of July celebration in the City of Bemidji; and

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

WHEREAS, the Jaycees are requesting use of Paul Bunyan Park for placement of their entertainment tent in the "festival area" located north of the Tourist Information Center on June 25 to accommodate Fishing Has No Boundaries. The Jaycees event will begin setup on June 29 with food vendors July 2 through July 6; and

WHEREAS, the Jaycees are requesting use of the westerly and center portions of the Sanford Center parking lot for placement of the Todd Meriam Midway Show, as well as an area for carnival employees' campers in the east parking lot behind the Sanford Center, for the 2025 celebration. Setup will begin on June 30 with the Midway opening on July 2 through July 6; and

WHEREAS, the area to be used during this celebration includes the **Nymore Boat Landing and Parking Lot (July 4th)** for fireworks, and certain designated City streets for the Kiddie Parade as well as the Grand Parade; and

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

WHEREAS, the Jaycees 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 that the requested use of the aforementioned areas by the Jaycees for the dates specified above for the purpose of the annual 2025 Bemidji Jaycees Water Carnival, is hereby authorized on the conditions noted above.

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: **April 7, 2025**

Action Requested: **Approve Services for Downtown Tree Removal and Replacement Project**

Prepared By: **Scott Schroeder, Parks Superintendent Parks and Recreation**

Background:
The Parks and Recreation Department has identified the need for a downtown tree replacement project. This continues the work that began in 2023 with the removal of large ash trees on Third Street near Pattersons, and the Senior Center. The project aims to address safety concerns and infrastructure improvements while making way for new urban development. Many of the existing trees have grown too large for their current locations, with roots damaging sidewalks, underground utilities, and building foundations. As part of this project, city officials and city arborist have assessed the impacted areas and determined that removal is necessary to ensure public safety and long-term sustainability. To continue our downtown urban forest, tree replacements will be the final step. Linden, Elm and Buckeye tree species were chosen as the replacements. These specific tree species have proven to do well within the City's right of way. City staff will be communicating with local businesses that will be impacted by the project prior to and during the project.

The project will be done in two phases.
Phase 1: The project will commence on the 400 block of Beltrami Ave NW and progress through the 300 block. As part of this phase, two trees are scheduled for removal—one located in front of Cool Threads/218 Real Estate and another in front of Hard Times. Once flatwork installation begins in Phase 1, city staff will initiate removal activities for Phase 2.

Phase 2: This phase will begin at the 200 block of Beltrami Ave NW and continue southward toward 2nd St, extending to Minnesota Ave.

This project is scheduled to commence in mid-to-late April, contingent on weather conditions. The Streets Department will provide support throughout the project's progression. The scope of work requires expertise in multiple areas, including concrete flatwork, curbing, paver installation, and stump grinding. To ensure efficient execution, city staff has coordinated with the appropriate vendors for each specialized service. The total estimated cost for the project is $46,546.54.

PHASE 1			
Location	**Place of Business**	**Issue**	**Species of tree**
413 Beltrami Ave NW	Headwaters Science	Heaved	Ash tree
405 Beltrami	Luna Estrella	Heaved	Ash tree
Beltrami side of bld	NW MN Foundation	Heaved	Ash Ttree
300 Beltrami	Tuttu Bena	Paver fix	Linden Ttree
300 Beltrami	Tuttu Bena	Heaved	Linden tree
119 3rd St	Hard times	Heaved	Ash tree
208 3rd ST	218 Real estate	Heaved	Ash tree
PHASE 2			
Location	**Place of Business**	**Issue**	**Species of tree**
200 3rd st	Pattersons	Heaved	Linden tree
209 Beltrami	Sundown Records	Heaved	Ash tree
201 Beltrami	Lucky Dogs	Heaved	Linden tree
2nd StNW	Lucky Dogs	Heaved	Ash tree
211 2nd St NW	Cantabria	Heaved	Ash tree
301 2nd St	MN Energy	Heaved	Basswood
206 Minnesota Ave Nw	Blue Ox Business	Heaved	Ash tree

The following vendor quotes were solicited for Flatwork, Tree Grates, Trees (for replanting) and Stump Grinding. The highlighted vendors have the lowest cost and are recommended vendors for this project. There is $50,000 budgeted for this project in the Parks - Forestry Budget. Once trees are removed, there may be additional incidental costs based on the removal of each tree and related impacts. Quotes are available in the Parks and Recreation Office.

Flatwork							
Vendor	Concrete per sq	Total sq ft	Curbline per lin ft	Total lin ft	Paver per sq	Total sq ft	Total
Bowman and Sons	$5.90	1076	$50.00	170	$4.00	840	**$18,208.40**
Jacobson concrete	Did not supply	-	Did not supply	-	Did not supply	-	-
3'x3' Tree grates							
Vendor	Size	Units w/frames	Cost per	Freight	Total	Average	
Urban Accessories	3' x 3'	14	$1,306.00	$2,684.00	**$20,968.00**	$1,497.71	
Ess Brothers	3' x 3'	14	$1,571.00	$450.00	$22,444.00	$1,603.14	
Core & Main	3' x 3'	14	Did not supply	Did not supply	Did not supply	Did not supply	
Tree replacement							
Vendor	Size	Linden	Elm	Buckeye	Delivery	Total	Average tree
Natures Edge	#25	$1,691.96	$1,279.95	$1,859.95	-	**$4,831.86**	$345.13
Hill's Greenhouse	#25	Did not supply	Did not supply	Did not supply			
Cross Nursery	#25	Did not supply	Did not supply	Did not supply			
Stump Grinding							
Vendor	Units	Cost per	Total				
Woodchuck	14	$150.00	**$2,100.00**				
Lumberjack	14	Did not supply	-				

Recommendation:
It is recommended that the City Council approve the Downtown Tree Replacement Removal Project and approve the following quotes Bowman and Sons for $18,646.68 for concrete/flatwork, Urban Accessories for the tree grates, at a cost of $20,968, Natures Edge for Trees at a cost of $4,831.86 and Woodchuck Tree Service for stump grinding at a cost of $2,100 for a total project cost of $46,546.54.

URBAN ACCESSORIES

Q24-1313 | City Of Bemidji

City of Bemidji
1351 5th St NW
Bemidji, MN 56601

Reference: Q24-1313
Quote created: November 6, 2024
Quote expires: December 6, 2024
Specifier: City of Bemidji | Job Location: Bemidji, MN

Scott Schroeder
scott.schroeder@ci.bemidji.mn.us
+12183331861

Comments from Erin McCutcheon

- All items are quoted for pedestrian use only.
- Buy America Certification - subject to price review.
- Freight does not include lift gate or forklift.
- Usage of lift gate will be an additional charge (confirmation required at time of work order).
- Freight does not cover school delivery.
- Freight does not cover residential delivery.
- Lead time begins when initial payment is received.

Products

Item & Description	Quantity	Unit Price	Total
Fan 36"X36" Tree Grate | Iron | Raw	14	$963.00	$13,482.00
36"X36" Type "S" Tree Grate Frame-Light | Steel | Raw	14	$343.00	$4,802.00
Freight & Handling Charge Estimated Lead Time | 9-12 Weeks	1	$2,684.00	$2,684.00

One-time subtotal	$20,968.00
Total	**$20,968.00**

Ess Brothers and Sons, Inc.

9350 County Road 19
MN 55357

Phone # 763-478-2027
Fax # 763-478-8868 www.essbrothers.com

QUOTE

DATE	QUOTE #
10/9/2024	B7598

QUOTE

CITY	PROJECT NAME	QUOTED BY	ENGINEER	BID DATE
BEMIDJI	TREE GRATES			

BID ITEM	DESCRIPTION	QTY	COST	WEIGHT	TOTAL
	R-18704-A ***SPECIAL ORDER 6-8 WEEK LEAD TIME***	12	1,571.00	0	18,852.00T
	Shipping & Handling (Quoted Freight is estimated)	1	450.00	1	450.00T
			0.00%		0.00

	TOTAL $19,302.00

HDPE Rings, Pro Rings, and Seals are non refundable. Please order accordingly.

Quantities are approximate, changes could alter price. Freight is estimated on one single shipment and is estimated on the day of the quote. Invoiced freight will be based on the actual freight based on the day shipped.
***QUOTES VALID FOR 14 DAYS!!!!!!
***SPECIAL ORDER ITEMS ARE NON-RETURNABLE
Contractor is responsible for correct sales tax & items

SIGNATURE _____

PROJECT # _____

Bowman&Sons Inc

Quote

48519 229th ave
Bemidji MN 56601
218-444-8311 218-368-6577

DATE: March 16, 2026

TO
City of Bemidji
Tree Grate Project
1351 8th St NW
Bemidji MN 56601

			AMOUNT
Concrete Flat work	1076 Total sq ft	$5.90 sq ft	$ 6,348.40
Concrete Curb and Gutter	170 Lf	$50 lf	8,500.00
Paverstone Placement	840 sq ft	$4 sq ft	3,360.00
		TOTAL	$ 18,208.40

NATURE'S EDGE GARDEN CENTER
LANDSCAPING • IRRIGATION
LAWN CARE • SNOW

CITY OF BEMIDJI PARKS AND REC
600 BEMIDJI AVENUE NORTH
BEMIDJI, MINNESOTA 56601

Sales: Chad Museus

City of Bemidji Parks and Rec|400 Beltrami Avenue Northwest Bemidji, Minnesota 56601 United States|EST5169792
400 Beltrami Avenue Northwest Bemidji, Minnesota 56601

Est ID: EST5169792
Date: Feb-26-2025

Email: scott.schroeder@ci.bemidji.mn.us
Phone: 651-276-9062

Thank you for selecting Nature's Edge Garden Center to bid your landscaping. We are honored to be your premiere landscaping, irrigation, and lawn care experts.

We look forward to working with you! Please call, text or email with any questions.

Tree Pricing (Per Unit Pricing) — $4,831.86

Quote for trees - all are 25 gallon potted 1.5" caliper or larger. Pricing does not include any delivery and installation. Pickup and planting will be completed by Parks staff.

4	each	Boulevard Linden - 25 gal	$422.99	$1691.96
5		Triumph Elm #25	$371.99	$1859.95
5		Tree - Autumn Splendor Buckeye #25	$255.99	$1279.95

Subtotal	**$4,831.86**
Taxes	**$0.00**
Estimate Total	**$4,831.86**

Wood Chucks Tree Service

Tree Removal • Stump Grinding • Snow Plowing
Brush Hog • Lot Cleaning • Bobcat Work • Custom Logging

Chuck Ellis
696 Schroeder Rd NW
Bemidji MN 56601
Cell: 218-556-1453
Home: 218-444-6819

INSURED

Name City of Bemidji Date 3-19-24

Address Parks & Rec EST

14 Stumps			2,100	00
Grind & Clean up. $150 per Stump.				
Total EST			2,100	00.

1.5% per Month interest added on accounts past due over 30 days. $1.00 min charge

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve the purchase of polycarbonate for the Diamond Building**

Prepared By: **Scott Schroeder, Parks Superintendent Parks and Recreation**

Background:
The Parks and Recreation Department has identified the need to replace the existing plexiglass windowpanes at the Diamond Building with new polycarbonate panes. The current plexiglass, installed 17 years ago, has significantly deteriorated due to prolonged exposure to sunlight, resulting in severe fading and multiple cracks. These conditions impair visibility and detract from the overall appearance of the facility.

As a highly sought-after summer rental venue for the City, the Diamond Building hosts numerous events, including graduations and weddings. Upgrading the windowpanes will enhance the facility's esthetics, improve durability, and provide renters with a more enjoyable experience. We propose replacing the outdated plexiglass with high-quality polycarbonate windowpanes, known for their superior clarity, strength, and resistance to UV damage. This investment will not only improve the building's visual appeal but also contribute to its long-term maintenance and sustainability.

City staff reached out for quotes and received two from local contractors. Clarity Glass, Bemidji, MN had the lowest quote at $2,524.20.

Vendor	Install	Unit cost
Clarity Glass	36 Panes polycarbonate	$2,524.20
Glass Doctor	36 Panes polycarbonate	$2,536.44

Recommendation:
It is recommended that the City Council pass a motion approving the purchase of services from Clarity Glass, Bemidji, MN for a cost of $2,524.20 to be funded from the Parks Department budget.

clarity glass

285 Paul Bunyan Dr. NW
Bemidji, MN 56601

ph: (218) 444-GLASS (4527)
fax: (218) 444-6429
toll free: 1-866-296-GLASS

March 24, 2025

City of Bemidji
Attn: Scott Schroeder
651-276-9062
Scott.schroeder@ci.bemidji.mn.us

Re: Diamond Point Park Building

Three windows with 12-lites per window
(36) 30 x 20 x ¼" (block size) clear panels cut to exact size as per one of the following options below:

Option 1 – Clear plexi glass $1,663.20

Option 2 – Clear polycarbonate $1,761.20

Option 3 – Clear mar-resistant polycarbonate $3,680.60

Labor to install all 36 units: 760.00

Notes:

- With a hard impact, plexi glass can still break
- Polycarbonate will not break
- Mar-resistant polycarbonate can still scratch & scuff

Please call 218-444-4527 with any questions.

Thank You,

Jon Smith

GLASSDOCTOR
HOME · AUTO · BUSINESS
We fix your panes!®

Glass Doctor of Bemidji
750 Paul Bunyan Dr NW Ste. 9

FIN: 41-1784728
Bemidji, MN 56601
Bemidji@Glassdoctor.com
218-759-1289

Estimate 39604710
Job
Estimate Date 3/14/2025

Billing Address
City of Bemidji Parks Department
1351 5th Street Northwest
Bemidji, MN 56601 USA

Job Address
City of Bemidji
750 Paul Bunyan Drive Northwest
Bemidji, MN 56601 USA

Estimate Details

1/4" standard polycarbonate in 3 window frames in building at Diamont Point Park: 12 lites per frame. 2 frames on east side and 1 frame on west side of building. 36 lites total. This price includes disposal of old lites.

Service #	Description	Quantity	Your Price	Your Total
Basic Labor Rate	Basic Labor Rate: Install in aluminum flush glaze commercial frames, 12 lites per frame	1.00	$600.00	$600.00

Materials

Material	Description	Quantity	Your Price	Your Total
LEX14 - In Shop	1/4" Polycarbonate 18 11/16" x 28 5/16"	36.00	$53.79	$1,936.44

Sub-Total	$2,536.44
Labor Tax 0%	$0.00
MN State Tax 6.875%	$0.00
Beltrami Tax 1.125%	$0.00
Bemidji Tax 0.5%	$0.00
Total	$2,536.44

Thank you for choosing Glass Doctor of Bemidji!

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Consider Professional Services Amendment #2 for Middle School Drive NW & Hannah Avenue NW Project - City Project 23-05**

Prepared By: **Sam Anderson, Public Works Director/City Engineer Public Works-Engineering**

Background:
Kimley-Horn was hired in March 2023 to begin design of the Hannah Avenue & Middle School Drive street segments from 23rd Street NW to TH 197, which are city streets and included in the RAISE Grant that was awarded. In December 2023, an amendment to their contract was approved by Council to add the 23rd Street NW & Middle School Drive roundabout design to the project.

Since then, final design has been completed and the plans are ready to be approved by the State & FHWA for advertisement. Additional consultant costs were incurred due to longer than expected right of way acquisition, requirement for a total of 4 formal appraisals on adjacent properties, re-design to avoid property impacts to Target & Home Depot, landscape design assistance & renderings on Hannah Avenue & Middle School Drive and overall additional project management.

Finance
The current design services contract with Kimley-Horn, including Amendment #01, is at $602,029. The additional design costs for the aforementioned items included in Amendment #02 will be $97,150 and will increase the overall contract value to $699,179. The costs for design and right of way acquisition are being covered by our State Aid Construction Account. Staff plan to provide construction admin and inspection services for the project.

Schedule
Construction of Hannah Avenue and Middle School Drive are currently planned for the second half of 2025 and to be completed in 2026 due to some unforeseen delays.

Recommendation:
It is recommended that the city council pass a motion authorizing the professional services agreement Amendment #02 with Kimley-Horn in the amount of $97,150 for the Middle School Drive & Hannah Avenue project - City Project 23-05.

March 24, 2025

Mr. Sam Anderson, P.E.
Director of Public Works/City Engineer
City of Bemidji
1351 5th Street NW
Bemidji, MN 56601

Re: Amendment #2: Letter Agreement for Professional Services for Middle School Avenue & Hannah Avenue Preliminary and Final Design Services

Dear Sam,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and City of Bemidji ("Client") entered in a Professional Services Agreement dated March 13, 2023 ("Agreement") concerning Middle School Avenue & Hannah Avenue Preliminary and Final Design Services ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The purpose of this letter is to amend the original contract with the additional scope of work and fees necessary to perform the additional services. Within this letter amendment, we have included the understanding of what is needed to be accomplished for this project, scope of services proposed, and the original, additional, and total amended fees.

Project Understanding

The City of Bemidji has received Federal RAISE Grant funding for the redesign and reconstruction of Middle School Avenue and Hannah Avenue from TH 197 to 23rd Street. The roundabout at Middle School and 23rd Street was added to the project. It was determined that additional survey was needed, as well as additional effort in the right of way process to acquire right of way from the School District and County. In addition, Target and Home Depot chose to go to condemnation which threatened the project schedule and required a redesign of parts of the project to avoid impacting their property. With additional funds available, landscaping design was added to the scope.

The City has requested that Kimley-Horn provide an amended Scope of Services that includes project management, roundabout design, surveying services, right of way services, landscaping design for this project. The project will adhere to Minnesota Department of Transportation (MnDOT) State Aid standards for Federal Aid projects.

Scope of Services

This amendment includes additional services for resulting from the right of way acquisition process and for additional services for roundabout and landscaping design provided by Kimley-Horn and KLJ.

Task 1 – Project Management

Additional Project Management effort needed for the additional scope of work for both Kimley-Horn and KLJ.

1.1 Project Coordination and Administration
Kimley-Horn will coordinate project management activities including project monitoring, progress reports, and monthly invoicing.

1.2 Work Plan and Schedule
Kimley-Horn will coordinate project management activities including project monitoring, progress reports, the development of a detailed work plan with specific staff assignments, and preparation of a project schedule indicating critical dates, milestones, and deliverables.

Deliverables: Work Plan, Schedule and QA/QC Reviews.

Task 2 – Preliminary Design

2.4 Topographic and Right of Way Survey
KLJ Survey will provide additional survey for the project. See Attachment A for KLJ scope.

2.5 Visualization Renderings

Kimley-Horn will develop renderings of landscaping alternatives for the roundabouts and boulevards for the project. Renderings will also include a preliminary cost estimate. Kimley-Horn will also develop graphics used for staging during construction for use by local businesses to hand out to customers. The City of Bemidji will be responsible for printing copies.

2.6 Public Meeting

The original contract had only one public meeting included. The City of Bemidji requested an additional public meeting for the project.

TASK 3 – Final Design

3.1 Final Plan Revisions
Kimley-Horn has been directed to modify the design of the project and revise the plan sheets that were already completed to avoid impacting Target and Home Depot properties. These revisions impacted most of the sheets in the construction plans. The modifications were made

to streamline the right of way process and avoid project delays due to the businesses choosing to go into condemnation.

3.2 Landscaping Plans

Kimley-Horn will provide landscaping construction plans and specifications for the project. This task also includes a final construction cost estimate.

Task 3 Deliverables: Final plans revised to reflect the design changes. Landscaping plans and cost estimate.

Task 8 – Right of Way Process

8.1 Right of Way Acquisition

KLJ will provide additional Right of Way Acquisition services. See Attachment A for scope.

Kimley-Horn will provide design support during the acquisition process to help facilitate successful acquisitions on schedule. This includes performing design modifications and creating figures to communicate with property owners.

8.4 Parcel Sketches

Kimley-Horn will provide two additional parcel sketches were required for the City and County parcels near 23rd Street.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Estimated Costs/Fee

KHA will provide the services in Tasks 1 – 8 on a labor fee plus expense basis with the maximum labor fee shown below.

	Current Contract	Amendment Amount	Amended Contract Value
TASK 1 – PROJECT MANAGEMENT	$30,737	$7,095	$37,832
TASK 2 – PRELIMINARY DESIGN	$90,812	$18,402	$109,214
TASK 3 – FINAL DESIGN	$300,854	$25,000	$325,854
SUBTOTAL ROAD DESIGN & PROJECT MNGMT	**$422,403**	**$50,497**	**$472,900**
TASK 4 – ROUNDABOUT JUSTIFICATION REPORT	$25,591		$25,591
TASK 5 – PUBLIC ENGAGEMENT	$18,586		$18,586
TASK 6 – ENVIRONMENTAL DOCUMENTATION	$1,638		$1,638
TASK 7 – GEOTECHNICHAL DESIGN SERVICES	$14,788		$14,788

TASK 8 – RIGHT OF WAY SERVICES	$115,121	$46,153	$161,274
SUBTOTAL FEDERAL FUNDING REQUIREMENTS	**$175,724**	**$46,153**	**$221,877**
REIMBURSABLE EXPENSES	$3,902	$500	$4,402
TOTAL	**$602,029**	**$97,150**	**$699,179**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule: Kimley-Horn will begin the preliminary design work after City Council authorization. The design work is anticipated to be completed by May of 2025. This schedule was prepared to include reasonable allowances for review and approval times required by the City and other public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the City or for delays unforeseen in this scope.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Bemidji.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement a. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please feel free to contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

William C. Klingbeil, P.E.
Project Manager

Brandon J. Bourdon, P.E.
Vice President

Copy: Project File

CITY OF BEMIDJI:

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
_____

Attachment – Standard Provisions

COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Consider Award of Quote for 2025 Alley and Lot 7 Paving**

Prepared By: **David Hansen, Street Superintendent**

Reviewed By: **Samuel C. Anderson, DPW/City Engineer**

Background:

The 2025 Capital Improvement Plan includes $60,000 for the paving of various alleys within the city and $75,000 for reconstruction of Parking Lot #7. Storm water utility funds can also be used for alleys requiring storm water catch basin repairs. The alleys have been selected by the street superintendent based on deterioration of existing pavement and volume of traffic.

The alleys and parking lot we are proposing to work on in 2025 are shown on the attached map and are as listed below:

- Area 1, Between Bemidji Ave NW and Minnesota Ave NW, proceeding south from 6th St NW to and including Tee alley between 3rd NW and 4th St NW.
- Area 2, Parking Lot 7 adjacent to Minnesota Ave between 3rd NW and 4th ST NW.

In order to significantly lessen the project costs all of the removals and grading work for these areas will be done by city crews with city equipment prior to having the contractor do the bituminous paving.

Quotes

We received the following quotes for the bituminous paving portion of the work:

Contractor	Quote Amount
Northern Paving, Inc.	$74,290.00
Knife River Inc.	$118,362.50

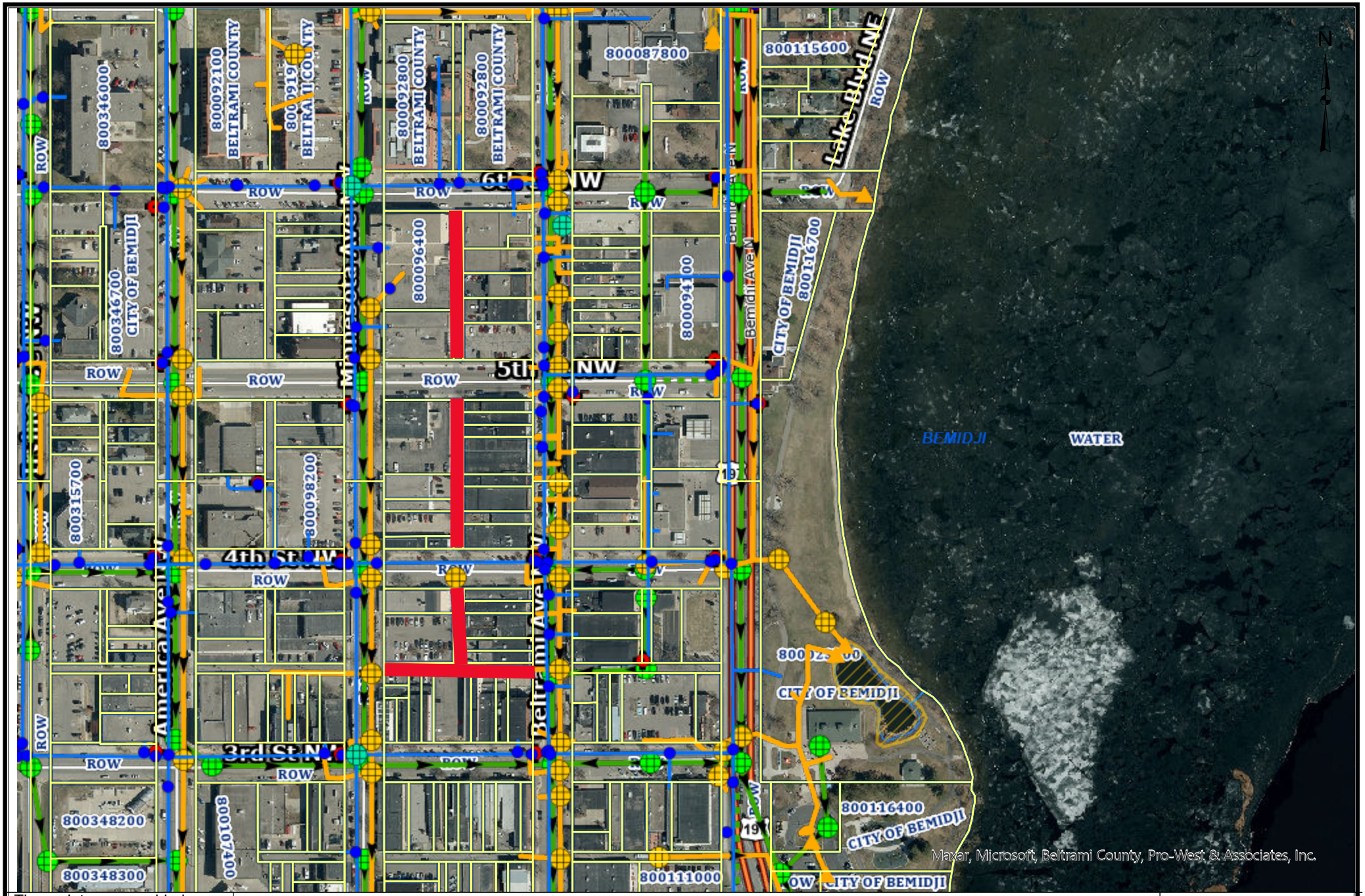
Northern Paving, Inc has completed numerous projects for the City of Bemidji and is qualified to complete the work. The project will be funded with $10,000 in storm water reserve funds, $25,000 in parking lot maintenance funds and the remaining $39,290 from

construction reserves. Staff had anticipated the full $60K out of construction reserves so this request is very manageable.

Staff anticipate the project to completed prior to the July 4th weekend this year.

Recommendation

It is recommended that the city council pass a motion to award the paving quote to Northern Paving Inc. in the amount of $74,290.00.



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

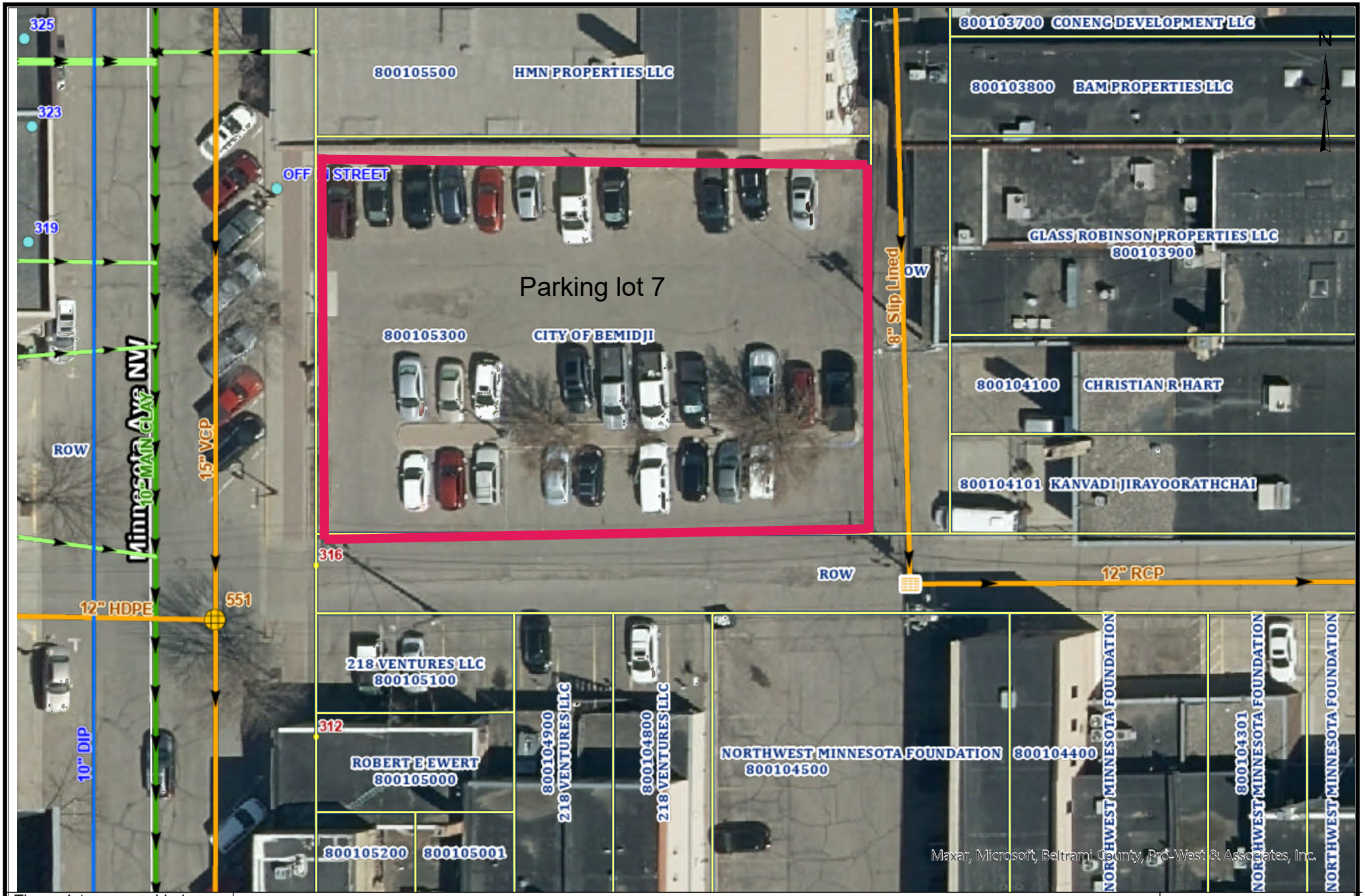
Proposed 2025 alley paving

1:4,514

Date: 3/3/2025

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

Bemidji First City On The Mississippi



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

2025 Proposed lot paving

1:564

Date: 3/11/2025

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

Bemidji First City On The Mississippi

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve School Resource Officer Agreement Between Bemidji ISD 31 and the City of Bemidji**

Prepared By: **Mike Mastin, Police Chief Police**

Background:
This agreement is a continuation of an existing relationship between the City of Bemidji Police Department and ISD #31. This agreement adds language required by recent legislative changes.

Recommendation:
Approve School Resource Officer Agreement Between Bemidji ISD 31 and the City of Bemidji.

SCHOOL RESOURCE OFFICER AGREEMENT BY AND BETWEEN BEMIDJI INDEPENDENT SCHOOL DISTRICT #31 AND THE CITY OF BEMIDJI

This agreement is made and entered into this 1st day of April, 2025 by and between BEMIDJI SCHOOL DISTRICT #31 (ISD #31) and THE CITY OF BEMIDJI (City).

GOALS AND OBJECTIVES

1. The goal of the School Resource Officer (SRO) program is to provide safe learning environments, provide valuable resources to school staff members and foster positive relationships with students.

2. Develop strategies to resolve problems that affect our youth with the goal of protecting all children, so they can reach their fullest potential.

3. Establish a positive working relationship with staff and students in a cooperative effort to prevent juvenile delinquency, utilizes alternatives to the criminal justice system, employ de-escalation methods and other resources to address behavior and assist in student development.

2. Maintain a safe and secure environment on campus, which will be conducive to learning.

3. Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICERS

1. The City agrees to provide a total of two (2) School Resource Officers (SRO's) to the district for assignment as needed to the Bemidji High School and/or the Bemidji Middle School.

2. The City will collaborate with the corresponding school district during the select of the School Resource Officer assigned to that school when feasible.

3. In the event the SRO is absent from work, the SRO is to notify both his/her police supervisor and the principal at the school to which they are assigned. The City agrees to assign a SRO alternate in case of long-term illness.

4. The School Resource Officer is not restricted from using earned Paid Time Off (PTO) during the school year.

5. SRO's shall remain employees of the City and shall not be employees of Bemidji School District #31. The School District and the City acknowledge that the SRO's remain responsive to the command of the Bemidji Police Department.

6. The City shall provide any required clothing, uniforms, vehicles, necessary equipment and supplies for the SRO's to perform law enforcement duties. The School District shall provide the SRO's with an office, telephone, computer and other supplies necessary to perform required duties as outlined pursuant to Section C of this agreement.

7. School Resource Officers may wear the regular patrol officer uniform or a modified uniform which presents a more relaxed appearance but still allows for equipment deemed necessary by the City.

8. Annually, the School Resources Officers will utilize print and social media to introduce themselves to the students, parents, faculty and community.

B. HOURS AND SPECIAL EVENTS

1. The School Resource Officers will be assigned to a school on a full-time basis between the beginning of each school year and the final day of that school year.

2. The SRO's shall be on duty at their assigned schools prior to school's start and at school's dismissal each day, except in cases when the SRO is assigned elsewhere. During regular hours, SRO's may be off campus performing such tasks as may be required by their assignments (i.e., Court, Training, Arrest, etc.).

3. In the event the SRO is absent from work, the SRO is to notify both his/her police supervisor and the principal at the school to which they are assigned. The City agrees to assign a SRO alternate in case of long-term illness or approved leave.

4. The School Resource Officer is not restricted from using earned Paid Time Off (PTO) during the school year.

5. When authorized by his/her supervisor, the SRO's shall be present at school special events that occur outside of normal school hours. The School shall be responsible for any overtime pay associated with the SRO's attendance at these events.

6. Occasionally, the SRO's may be requested by a police department supervisor to leave their duty at the school to assist the police department with calls for service.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. Foster a positive school climate through relationship building and open communication. This includes availability through the day for meetings with teachers, administration students and others.

2. Be present and engaging with students on individual and small group basis during class breaks, lunch breaks and during arrival and departure.

3. The SRO may present programs on various topics to students in an effort to build positive relationships. Subjects may include a basic understanding of law, role of law enforcement, drug awareness, anger management and the mission of law enforcement.

4. The SRO's shall be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary.

5. School Resource Officers will utilize appropriate crisis intervention and de-escalation tactics to address issues occurring on school property with a focus on harm reduction and limiting juvenile involvement in the criminal justice system.

6. SRO's will serve as a liaison between law enforcement and school officials.

7. Assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds. SRO's will participate as active members of the school safety board.

8. The School Resources Officer shall protect students, staff and visitors on school grounds and shall take appropriate law enforcement action when necessary.

9. The SRO's shall conduct investigations of crimes, which occur at their assigned schools, and use other resources, if needed, for follow-up investigations.

10. The SRO's shall contact the principal of the school or their designee about his or her actions to make them aware of an arrest or crime. The SRO's shall notify the principal (or their designee) before removing a student from school.

11. The SRO's shall not be used as a school disciplinarian. If the principal believes an incident is a violation of the law, they may contact the SRO for assistance.

D. PRIVACY OF PUPIL RECORDS

1. Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, School Resource Officers shall be deemed to be school officials when performing the duties and responsibilities of the SRO. As such, ISD 31 and the City of Bemidji certify and agree that all data, including information contained in IEP's, that are created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

E. RIGHTS AND DUTIES OF BEMIDJI SCHOOL DISTRICT #31

School District shall provide the full-time SRO's the following materials and facilities, which are deemed necessary to the performance of their duties:

1. Access to a temperature controlled and properly lighted private office containing a telephone line and data connection to be used for general business purposes.
2. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured
3. Access to a computer terminal or computer data port.
4. Access to school district data software platforms essential to official job functions.
5. Access to student data and associated software platforms essential to official job functions.
6. The City will supply the officers with the usual and consumable office supplies and forms required in the performance of their duty.

F. PROGRAM FUNDING

The School District will fund 50% of nine (9) months annual salary and benefits for each officer. Per the current Law Enforcement Labor Services Contract, the following amounts are total costs for both School Resource Officers. Individual costs are identified in the attachments to this agreement.

- **$ 115,761.00** for the **2025** calendar year (January 1st – December 31st)
- **$ 126,897.00** for the **2026** calendar year
- **$ 134,550.00** for the **2027** calendar year

These amounts may increase annually thereafter according to the Law Enforcement Labor Services contract agreements.

G. INDEMNIFICATION

Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses and liabilities incurred; including reasonable attorney fees related to claims for loss of life, personal injury and/or damage to property arising out of any occurrence in, upon or at the School District properties in accordance with the execution of the School Resource Officer's duties under this contract.

H. NOTICE

Any notice, demand, request or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

Bemidji Police Department
Attn: Police Chief
613 Minnesota Ave NW
Bemidji, MN, 56601

Bemidji School District #31
Attn: Superintendent
502 Minnesota Ave NW
Bemidji, MN 56601

I. DISMISSAL OF SRO

1. In the event the principal of the school that the SRO is assigned, feels that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall contact the SRO's supervisor. The SRO's supervisor and principal will attempt to mediate or resolve any problems which may exist. If they are unsuccessful, the SRO's supervisor shall advise the Chief of Police of the concerns and any attempts to resolve the issue. The Chief of Police will then meet with all parties involved to develop a solution.

2. The Chief of Police may dismiss or reassign the SRO based upon the Bemidji Police Department's needs.

3. Either party may terminate this agreement upon a 120-day written notice to the other of such termination. In the event of a termination, any payments due shall be prorated.

J. ENTIRE AGREEMENT; AMENDMENTS

This contract constitutes the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective, except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties. This agreement will remain in effect until mutually amended or terminated by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duty authorized officers.

Signed, sealed and delivered in the presence of:

BEMIDJI SCHOOL DISTRICT #31 & THE CITY OF BEMIDJI
BEMIDJI, MINNESOTA

Superintendent, Date
Jeremy Olson

Chair, ISD #31 Board of Directors, Date
Dave Wall

Mayor, City of Bemidji Date
Jorge Prince

04-02-2025
Chief of Police, Date
Michael Mastin

CITY COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Approve the Payment Processing Agreement with CSG Forte Payment, Inc**

Prepared By:

Marcia Larson, Parks & Rec Director Parks and Recreation

Background:
The Bemidji Parks and Recreation Department is in the process of implementing new Registration, Rental and POS software - Civic Rec! The software will provide much easier access for the community to rent facilities, watercraft and bikes, register for camps and activities and simply access all the offerings! We are extremely excited to be launching this cost-saving software in mid/late April. The Department has been diligently updating all the information, programs, facilities and point-of-sale items for the Tourist center over the last 5 to 6 months. In order to implement Civic Rec - the city needs the ability to process payment via credit card (used for on-line registrations, facility rentals, point of sale).

Due to the change from Rec Desk to Civic Rec, it is necessary for the city to change payment processing companies. All the information on the options for payment processing companies was provided to the Finance Department. CSG Forte Payments, Inc was the best match for the needs of the City. The attached agreement was reviewed by the City Attorney.

Recommendation:
Approve the Payment Processing Agreement with CSG Forte Payment, Inc.

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.,** a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 ("FORTE" or "Party"), and the **City of Bemidji**, a municipal corporation under the laws of the State of Minnesota, with its primary business address at 317 4th Street NW, Bemidji, MN 56601 ("AGENCY" or "Party" or "Merchant"), and is effective upon the date last signed below (the "Effective Date"). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House ("ACH"), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents" or "Customer").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non- exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY's actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII. as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of five (5) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term of the Agreement") unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY's receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY's account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant's account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY's receipt of services prior to terminating AGENCY's account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder's billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited

acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to

suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in

connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health- related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY AND INDEMNIFICATION

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED

THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

14.3 Each party shall defend, indemnify and hold harmless the other party against any third-party claims, lawsuits, or damages, including attorney's fees, of infringement of any copyright, patent, trademark or other similar intellectual property right of any third party in any country that the party distributes its products or services. In the event a party's product or service is held or is believed by that party to infringe, the indemnifying party shall have the option in its sole discretion, at its expense, to: (i) modify the product or service to be non-infringing; (ii) obtain for the indemnified party a license to continue using the product or service pursuant to any agreement it has with the indemnifying party, or (iii) terminate this Agreement in its totality. The foregoing states the entire liability and exclusive remedies for infringement of intellectual property rights of any kind.

14.4 Subject to the limits of liability in Section 10, the foregoing indemnities shall survive termination of this Agreement and termination of any agreement between AGENCY and FORTE when this Agreement continues in full force and effect following such termination.

14.5 The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that the indemnified party shall have the right to participate in any such litigation insofar as it concerns actions against it directly, including the right to select and retain counsel of its own choosing to represent its own interests at indemnified party's own expense.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal,

state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party form its payment obligations for Services rendered.

18. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of Minnesota without reference to choice of laws rules.

20. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

21. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax

to the intended recipient at the address most recently provided in writing.

23. HEADINGS
The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. SEVERABILITY
Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS
This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

26. MINNESOTA DATA PRACTICES ACT
The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq. FORTE 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.

26. ELECTRONIC SIGNATURES.
Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CITY OF BEMIDJI	**CSG FORTE PAYMENTS, INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

By:_____

Name:_____

Title:_____

Date:_____

APPENDIX A
DEFINITIONS

ACH Network. "ACH Network" or "Automated Clearing House Network" is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. "Acquirer" means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. "Affiliate" means an entity controlled or managed by the same centralized federal, state or local government.

Agent. "Agent" means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. "Authorization" means a Transaction request on a Consumer bank account or card account to confirm Consumer's account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. "Business Banking Day" means Monday through Friday excluding banking holidays.

Confidential Information. "Confidential Information" may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Consumer. "Consumer" means the individual end users, Constituents of AGENCY.

CPA. "CPA" or "Canadian Payment Association" is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. "Chargeback" means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. "Credit Entry" means an ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from AGENCY's Settlement Account (defined below).

Debit Entry. "Debit Entry" means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into AGENCY's Settlement Account (defined below).

Laws. "Laws" means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act ("BSA"), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control ("OFAC") and similar restrictions under US law, executive order, regulation or Rule (collectively, "Export Laws"), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. "Merchant" means AGENCY.

NACHA. "NACHA" or "National Automated Clearing House Association" is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. "ODFI" or "Originating Depository Financial Institution" means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. "Originator" means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. "Payment Network" means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as "Payment Association".

Payment Network Resources:
VISA Regulations (from VISA website): https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
MasterCard Rules (from MC website):
https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html
Discover rules (from Discover website):
http://www.discovernetwork.com/merchants/index.html
NACHA: www.nacha.org

PCI-DSS. "PCI-DSS" or "Payment Card Industry Data Security Standard" means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. "PII" means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer's physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver's license numbers and/or other government issued numbers. PII includes "Personal Data" as commonly defined by privacy laws.

RDFI. "RDFI" or "Receiving Depository Financial Institution" means the financial institution that

receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. "Receiver" means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. "Reserve" means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. "Rules" means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. "Settlement Account" means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. "Settlement Entry" means a Debit or Credit Entry to AGENCY's Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. "Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. "Users" mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY's systems, by using AGENCY's access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
    a. AGENCY must be properly established and registered in the United States.
    b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
    c. AGENCY must be in compliance with all Card Association Operating Regulations.
    d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
    e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
    f. AGENCY must not submit inquiries on behalf of any other entity.
    g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.
All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E
INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a "Security Program" that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.

2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.

3. Definitions.

   a. Consumer Information. "Consumer Information" means collectively PII and Source Data, as defined below.

   b. Source Data. "Source Data" means data provided by AGENCY relating to AGENCY's account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY's behalf or otherwise necessary for a AGENCY's use of Forte's products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY's Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.

4. Security Obligations.

   a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.

   b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).

5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY's Source Data including PII provided by AGENCY's customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY's Source Data to uses pursuant to the terms of the Agreement and to FORTE's bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.

   a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.

7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.

8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.

   a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law

   b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.

   c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.

   d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.

10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1
PRICING FEE SCHEDULE
(City of Bemidji, MN)

1. Service (Convenience) Fee Pricing Option:

a) **MasterCard, Visa, Discover and American Express cards**
3.00% of the payment amount with a minimum fee of $2.00 based upon volume.

b) **Electronic check – online WEB and IVR payments**
(Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
$0.00 to $50,000.00	$2.00 w/Verification	Per Transaction
$50,000.01 to $75,000.00	$3.25 w/Verification	Per Transaction
$75,000.01 to $100,000.00	$6.25 w/Verification	Per Transaction
$100,000.01 to $150,000.00	$10.25 w/Verification	Per Transaction
$150,000.01 + $250,000.00	$15.25 w/Verification	Per Transaction

2. Absorbed Pricing Option:
Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover, American Express	3.00% + $0.25	Per Transaction
Forte Protect (End-2-End Encryption)	$0.10	Per transaction
Forte Protect (Key Injection Fee)	$25.00	One time Per Device
Account Updater (Optional)	$0.35	Per Transaction
Account Updater (Optional)	$25.00	Per Month
Credit Card Chargeback Fee	$25.00	Per Chargeback
Batch Fee	$0.35	No Charge - Waived
ACH Fee-debits/credits	$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	$2.00	Per Return
Monthly Fee	$5.00	Each Month per Merchant Account

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

3. Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	$0.15	Per Transaction
Monthly Gateway Fee	$19.95	Per Merchant ID

4. Equipment Pricing:

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		$450.00 per terminal plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		$219.00 per device with docking station plus shipping

Agenda

2025 LMC Annual Conference Schedule.

Note: this agenda may be subject to change.

Wednesday, June 25

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

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

1 – 1:45 p.m. Meetups:

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

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

3:30 – 6:30 p.m. Exhibit Hall

Thursday, June 26

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

8 – 9 a.m. Breakfast for All Attendees

9 – 10 a.m. Annual Business Meeting

10 – 10:15 a.m. Break/Passing Time

10:15 – 11:15 a.m. Education Sessions

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

11:15 – 11:30 a.m. Break/Passing Time

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

1 – 1:15 p.m. Break/Passing Time

1:15 – 2:15 p.m. Education Sessions

2:15 – 2:30 p.m. Break/Passing Time

2:15 – 3:15 p.m. LMC Resource Center

2:30 – 3:15 p.m. Themed Networking:

- Elected Officials
- City Managers/Administrators/Clerks

2:30 – 4:30 p.m. Mobile Tour

3:15 – 3:30 p.m. Break/Passing Time

3:30 – 4:30 p.m. Education Sessions

4:30 – 5:15 p.m. Awards Reception

5:30 – 7 p.m. Awards Show and Dinner

Friday, June 27

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

7:45 – 8:30 a.m. Breakfast for All Attendees

8:45 – 9:45 a.m. General Session

9:45 – 10 a.m. Break/Passing Time

10 – 11 a.m. Education Sessions

11 – 11:15 a.m. Break/Passing Time

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

Return to top.
Return to 2025 LMC Annual Conference page.

Your LMC Resource

Carlie Windom

Event Manager

(651) 281-1258

cwindom@lmc.org

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 03/27/2025 - 8:20AM
Warrant Request Date: 4/8/2025
DAC Fund:

Batch: 00407.04.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	VisitBemidji	000000000	34,759.36
		Page Total:	$34,759.36
		Grand Total:	$34,759.36

COUNCIL AGENDA ITEM

Meeting Date: **April 7, 2025**

Action Requested: **Compensation Study - Baker Tilly Advisory Group**

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

Reviewed By: **Rich Spiczka, City Manager**

Background

Cities typically complete job classification/compensation studies every five to seven years to accomplish and address the following:

- Develop pay scale as an effective recruitment and retention tool
- Position duties and responsibilities changes
- Changes in City issues and service level complexity
- Organizational structure changes
- Pay comparison to similar external entities
- Union contract negotiation supporting documentation
- Determine pay equity compliance

The last detailed compensation study was conducted in 2018 and a review is required to considering updating City positions. The proposed review will also include the Airport positions. The previous external market comparison considered other greater MN regional centers service levels, complexity, development activity and Event Center and State University presence. Bemidji has several unique challenges including:

- Tax exempt property and related funding challenges
- Concentration of government employment
- Low median income levels
- Lower housing values
- Tourism impact
- Complex and high level of development and construction projects
- Level of rental units
- Higher level of public safety calls and crime rates
- Socio-economic issues
- Planning and expansion at City borders
- Wastewater Plant on Mississippi River and lift station volume
- Water well field issues
- Airport

Contract has been reviewed by the City of Bemidji and Baker Tilly Advisory Group legal staff.

Compensation Study Information Deliverables:

Baker Tilly Advisory Group provides the following documentation regarding their work:

- Aggregate Market Results
- Comparable of existing levels to the market levels, min, max and full range
- Job Evaluation Results
- Comparable existing pay range to market pay range
- Pay plan with grand assignments
- Implementation scenarios and results
- Pay plan and grade assignments for maintenance

Recommendation

To approve the Compensation Study services of Baker Tilly Advisory Group in the amount of $49,600.00 to be funded in 2025 from the general fund (Professional Services).

CONSULTANT SERVICE CONTRACT

This Contract (the "Contract") is made this ___ day of _____, 2025, 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 Baker Tilly Advisory Group, LP, a limited partnership under the laws of the State of Delaware, with its principal place of business located at 205 North Michigan Ave, Chicago, IL 60601("CONSULTANT"); (collectively the "PARTIES").

WHEREAS, CITY requires certain consultant services in conjunction with the CITY's workforce classification and compensation study (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various consultant services required 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, Paragraph J 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, Paragraph J 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 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 to the extent such costs, delays, or damages are the sole fault of CONSULTANT.

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 Paragraph E 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	$500,000 bodily injury by accident $500,000 bodily injury by disease aggregate $500,000 bodily injury by disease per employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $2,000,000 annual aggregate $2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include

coverage for all owned, hired and non-owned vehicles

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.

4. Professional/Technical (Errors and Omissions) Liability Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT's professional services required under the Contract. CONSULTANT is required to carry the following minimum limits: $2,000,000 – per claim; $4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is

greater. Any deductible will be the sole responsibility of CONSULTANT. The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the services/work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. Technology Errors and Omissions Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. CONSULTANT is required to carry the following minimum limits: $1,000,000 – per claim; $2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater.

6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto and incorporated herein by reference as Exhibit 2.

7. [Intentionally Omitted]

8. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.

9. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.

10. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached in Exhibit 2. Any program of self-insurance shall be subject to CITY's approval, which shall not be unreasonably withheld, conditioned or delayed.

11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.

12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.

13. [Intentionally Omitted]

14. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus) or equivalent; Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.

15. CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY'S RESPONSIBILITIES

A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's City Manager, 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. Rich Spiczka, City Manager, 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. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.

B. **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 City Manager 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, July 31, 2025, or as otherwise provided in this Contract, whichever occurs first.

B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon thirty (30) days 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 City Manager, 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 City Manager 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 (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services in Exhibit 1 completed by CONSULTANT to the satisfaction of the CITY's City Manager, 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 third-party claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent finally determined to be the direct result of the gross negligence, willful misconduct, or wrongful acts or omissions, 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 CONSUTANT'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.

D. The liability (including attorney's fees and all other costs) of CONSULTANT and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to CONSULTANT for the portion of services to which the claim relates.

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

CONSULTANT:
Dan Hedden, Principal
9229 Delegates Row, Suite 400
Indianapolis, IN 46240317-465-1503
Dan.Hedden@bakertilly.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. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail within thirty (30) days following delivery, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract. If CITY uses the deliverable before acceptance, fails to promptly notify CONSULTANT of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the deliverable shall be deemed irrevocably accepted by the CITY.

H. **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).

I. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

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 final payment and 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 mandated by law. 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.

SECTION VII –SIGNATURES

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

CONSULTANT: BAKER TILLY

By: _____ Date:_____
Dan Hedden, Principal

CITY OF BEMIDJI,

By: _____ Date:_____
Jorge Prince, Its Mayor

By: _____ Date:_____
Rich Spiczka, Its City Manager

EXHIBIT 1

SCOPE OF SERVICES

SCOPE APPENDIX to
Engagement Letter dated: February 19, 2025
Between the City of Bemidji, MN and
Baker Tilly Advisory Group, LP

RE: Classification & Compensation Study
DATE: December 3, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Bemidji, MN (the "Client") and Baker Tilly Advisory Group, LP and relates to services to be provided by Baker Tilly Advisory Group, LP.

SCOPE OF WORK

Phase 1

Project initiation and data collection
Baker Tilly will begin by meeting with the Client's project team to establish working relationships, finalize a work plan and help ascertain major issues your organization seeks to address in your compensation study. Next, Baker Tilly will collect documentation from the Client, such as job descriptions, organization charts, pay plans, policy handbook, an employee census file, etc. We recommend conducting 1-on-1s with your department heads to collect feedback directly from your leadership team about what issues or special circumstances they may be facing in their area, especially regarding title and classification.

Next, Baker Tilly will conduct leadership and employee communication meetings which will introduce our team, and the project process, answer questions about the process and review the Position Analysis Questionnaire (PAQ) that employees will be asked to complete. The PAQ provides an opportunity for each employee to provide input, in their own words, about the work that is completed in their position. Information collected from the PAQs serves as the foundation for the rest of the study. For that reason, a supervisor review is included in the process. *All collected PAQs will be provided back to the Client.

Phase 2

Title review
Over time, position titles may become inconsistent, inaccurate or even inflated. An appropriate job title should reflect the nature and level of work performed in that job. Baker Tilly will review the Client's position titles and provide recommendations for adjustments, consolidations and reclassifications, as necessary. Title recommendations may also be made for the purpose of better aligning positions within job families and/or establishing or refining career ladders. This review is intended to establish consistency and cohesion in nomenclature and would not be an appropriate vehicle for addressing organizational restructuring issues.

Standardizing formatting, spelling and use of abbreviations can significantly impact the administration of a classification system. These relatively minor adjustments can lend to easier recruiting and hiring as it takes the guessing out of searching through job postings. Additionally, standardizing job titles can help employees better understand their role within the organization as well as the adjacent roles they interact with.

Job evaluation
Job evaluation is the process of comparing a job against other jobs within the organization to determine a relative value for each. Baker Tilly has a proprietary point-factor job evaluation system known as SAFE® (Systematic Analysis and Factor Evaluation), which was developed specifically for the evaluation of public sector positions. For each compensable factor, there are multiple levels with a point value for each. The end result of this process is a total score for each position. This is used to determine a hierarchy of jobs relative to internal equity. SAFE is consistent with the federal Equal Pay Act and Minnesota Local Government Pay Equity Act.

The nine compensable factors measured by SAFE include education, experience, level of work, human interaction, physical demands, working conditions, independence of actions, impact on end results, and supervision of others. Baker Tilly will use employee submitted Position Analysis Questionnaires (PAQs)

and/or existing job descriptions to conduct job evaluation on all 75 positions included in the study. These results will be provided to the Client's project team for review, if necessary.

Phase 3

Market assessment

Peer organizations: Baker Tilly will work with the Client to establish a list of comparable peer organizations to include in the study. We understand the Client has a list of 10 public peer organizations previously used, to be included in the study. To ensure the private sector is represented in the data set, we will include matches from the following survey sources:

- Comp Analyst
- Economic Research Institute (ERI)
- Bureau of Labor Statistics

Benchmark positions: We understand that this project includes approximately 80 position titles, all of which will be included in the market survey as a benchmark position.

Data analysis: In distributing the custom market study, Baker Tilly will request base pay ranges for analogous positions. The survey will include a minimum qualification and a summary of work performed by each position to assist peers in matching their positions. Baker Tilly will review and validate survey responses to confirm a 75% overlap in duties and responsibilities, as this is the best practice definition of a "good" match. Adjustments may be applied to establish consistency in market comparison, those include:

- Adjustments for differences in workweek hours
- Aging the data if it's not for the current fiscal year
- Geographic cost of labor adjustments

Market Reports: Baker Tilly will deliver three market reports:

1. an aggregate of the average minimum, midpoint and maximum for each benchmark.
2. a comparison of the Client's current midpoints against the market average midpoint. Additional market scenarios demonstrating above and below the market will also be prepared to allow the Client to select its desired position within the marketplace.
3. a comparison of the Client's full range to the full market range.

Phase 4

Pay plan development

Baker Tilly will facilitate discussions with the Client's project team regarding pay plan design preferences and an approach for classifying positions to the pay plan. Depending on the size of the organization and the diversity of jobs, Baker Tilly may recommend multiple pay structures to assist the Client in achieving its compensation philosophy and business needs.

Once pay structures are established, positions will be classified to pay grades, considering internal and external results. Baker Tilly will review the preliminary grade assignments with the Client's project team and may recommend an additional group review with the Client's department heads to collect feedback.

Implementation and cost analysis

Up to this point, the study has focused on the value of the position. Once the grade assignments are finalized, Baker Tilly will estimate the cost for the Client to implement the new classification and compensation plan using our standard implementation scenarios:

- Moving employees to the minimum if their current salary is below the minimum
- Organization-wide percentage increase
- Adjustment for years in position to assist with pay compression.

Phase 5

Project completion and communication

A final report will be prepared to explain the methodology followed, the results produced and recommendations to the Client based on those results. More specifically, the report will document position title recommendations, market survey results (average minimum, midpoint and maximums), proposed pay structure(s), recommended grade assignments and implementation costing calculations for each scenario. This report will not document or publish employee-specific information.

Our methodology is based on best practices outlined by World at Work and the Society for Human Resources Management (SHRM). We will proudly stand behind your study's results through implementation, including a presentation to the Client.

DELIVERABLES

- All collected PAQs
- Excel document of job evaluation results.
- PDF report of the aggregate market results.
- PDF report comparing existing midpoints to the market average midpoints.
- PDF report comparing existing pay range to market pay range.
- PDF report and excel document of pay plan with grade assignments.
- PDF report and excel document of implementation scenarios and results.
- PDF of final report.
- Excel document of pay plan and grade assignments for maintenance.

PROJECT TEAM

- Jada Kent, Director
- Jennifer Curtis, Director
- Sarah Towne, Manager
- Jay Borcena, Consultant
- Marti Gregory, Consultant
- Thomas Patton, Consultant
- Valerie Sauer, Consultant

CLIENT RESPONSIBILITIES

Project team. Baker Tilly will work closely with the Client's project team and recommends establishing 15-to-30-minute standing bi-weekly meetings for the duration of the project. We may ask that the clients project team work with us to facilitate the scheduling of meetings with necessary stakeholders and decision makers to aid in the successful completion of the study**.**

Data collection. Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. Data will be requested in a format compatible with Baker Tilly's computer system and project tools (Microsoft Excel and Word). Baker Tilly will examine the data for missing information and consistency upon receipt. If a significant amount of information is missing and asked to be incorporated later in the project, this may result in an additional fee. Therefore, we ask that the Client be careful to include all requested information at the onset.

Position analysis questionnaires. The price and scope of the project outlined assume the collection of online PAQs for all position titles included in the study. If there are vacancies, absences or employees unwilling or unable to participate, Baker Tilly will work with the Client's project team to identify the appropriate alternative staff to submit documentation for those positions.

Salary data. Baker Tilly's ability to provide fair and defensible recommendations about pay is contingent upon the availability of that data. Baker Tilly may request the client's project team or leadership to contribute to outreach efforts to collect necessary data from public peer organizations and keep the project on schedule**.**

Review of and feedback on preliminary results. Baker Tilly encourages clients to be involved in significant decisions about preliminary results that will drive the study's final results. However, we understand that your commitment to providing uninterrupted support and services to the community must come first and that the Client's project team may not be as available as expected to review and approve information when provided. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the Client to keep the project on track as much as possible.

NONATTEST SERVICES

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

ANTICIPATED SCHEDULE

Baker Tilly is prepared to initiate your compensation study within two weeks of receiving the official notice to proceed. We recommend holding standing meetings with the Client's project team to keep the project on track.

** Please note that there are factors impacting the project schedule that are beyond the consulting team's control, such as holidays that impact office closures; HR operations that take up significant resources such as benefit enrollment, payroll, and budget cycles; as well as client availability to review results and approve the direction of the project. Baker Tilly will promptly advise the Client if any factors impact the project timeline.*

Anticipated project timeline in months: Updated as of 2/18/2025

PROJECT PHASE	DURATION	TIMING
Phase 1 – Project initiation	~ 3 - 4 weeks	March
Phase 2 – Position Review	~ 3 - 4 weeks	April
Phase 2 – Market assessment	~ 4 - 5 weeks	April - May
Phase 3 – Pay plan development	~ 4 - 5 weeks	May
Phase 4 – Project completion	~ 3 - 4 weeks	May - June

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[*Certificates of Insurance attached hereto*]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services/work under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed $ 49,600.00 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the City Manager before they are incurred by CITY.

SCOPE APPENDIX to
Engagement Letter dated: February 19, 2025
Between the City of Bemidji, MN and
Baker Tilly Advisory Group, LP

COMPENSATION AND INVOICING

Baker Tilly will perform all tasks as described in this proposal for Bemidji for a fixed professional fee of $49,600. This fee is based upon conducting a comprehensive classification and compensation review of approximately 89 positions for approximately 140+ employees.

Costing breakdown	Price
Project initiation. Planning meetings with the City's project team, data requests, virtual communication meetings with leadership and employees, and distribution and collection of online PAQs.	$9,700
Position review. Utilizing employee submitted PAQs to review job titles and recommend adjustments, as necessary, conduct preliminary job evaluation of all positions, and review and finalize job evaluation designations with the City's project team.	$3,800
Market assessment. Custom market survey distributed to 10 public peer organizations requesting base pay information on 80 positions (100%). Published data Comp Analyst, Bureau of Labor Statistics and Economic Research Institute will also be included as private sector benchmarks.	$18,300
Pay plan development. Development of new pay plan and position grade assignments with a review of grade assignments with the City's project team and/or leadership group. Implementation costing analysis across 3 scenarios.	$8,200
Project completion. Final report and presentation of results to the City's Council. Delivery of all project documentation.	$6,100
Project management	$3,500
TOTAL	**$49,600**

Invoicing. Baker Tilly will invoice the Client based on the outlined milestones in the cost breakdown. Partial phase billing may occur if the duration of a phase exceeds 90 days.

Out of Pocket Expenses. Should the Client desire and approve in person presentations or meetings, Baker Tilly will invoice the Client of direct out-of-pocket expenses related to travel.

Additional Work. Should the Client request and authorize additional work, we would invoice the Client at an agreed-upon fee or our standard hourly fees.

STANDARD HOURLY RATES	
Staff level	**Hourly rate**
Principal, partner, managing director	$560
Director	$490
Senior manager	$395
Manager	$305
Senior associate	$245
Associate	$195

City of Bemidji, MN - Engagement Letter, dated February 19, 2025 (Scope Appendix) Page 6 of 6

COUNCIL AGENDA ITEM

Meeting Date: **April 7th, 2025**

Action Requested: **Consider Design & Bidding of TH 197 Light Pole Replacement Project and Authorize Professional Services Agreement – City Project 25-06**

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

Background:

Staff has been struggling the past few years keeping up with the rapidly deteriorating decorative light poles along TH 197 between the Mississippi Bridge and 1st Street E between Lake Bemidji & Lake Irving. Our understanding is that the original decorative poles installed in the early 2000's were all made of carbon steel, not aluminum or stainless steel. MnDOT snow maintenance and chlorides have rapidly deteriorated the bases of the poles and they are a fall risk.

Just in the last couple years the City has replaced 17 light poles, using up all of our aluminum/stainless steel light pole reserves, keeping up with the carbon steel light poles that are forming holes at the bases of the light pole. City staff took down 6 light poles in 2024 over concerns that high winds may knock them over. Those 6 pole locations have not been replaced and staff have no reserves to do so currently. There may be additional light poles that will need to be removed in the near future.

Picture of a light pole base prior to removal this Spring 2024

Through the ARPA dollar discussions last year, it was determined to not fund the replacement of some of the existing decorative "bemidji style" light poles using that funding source. Staff have been in contact with MnDOT State Aid representatives and feel comfortable that there's as much as $500,000 in grant funding available to the City to replace the current decorative light poles with a standard "cobra" style light pole. The proposed MnDOT funding won't cover the decorative style we currently have.

Finances:

Staff have counted 63 total decorative light poles locations within the TH 197 corridor between 2nd Street NW & 1st Street E. The funding may only cover those light poles within MnDOT right of way. Of the 63 locations, we anticipate the City will need to pay for 7-8 locations that are on city owned cross streets between the eastbound & westbound TH 197 travel lanes. We anticipate the $500,000 grant amount to be able to cover the eligible light poles. We are told that can include replacement light poles with banner brackets and electrical outlets.

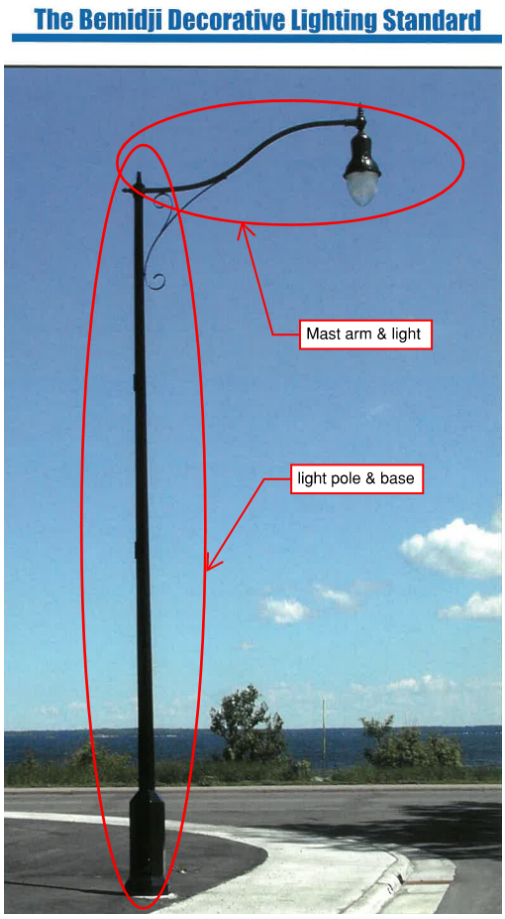
Attached to this report is the professional services proposal from EAPC for $11,500 to assist city staff with electrical design services for this project. EAPC is going to assist with light pole design, wiring details, and electrical specifications, with staff putting together the remaining plan and proposal. With the potential 8 light poles that may be a city cost plus the design proposal fee, staff are anticipating a potential city cost of $65,000 to cover the remaining non-grant eligible costs. Staff are proposing to use our Construction Reserves Account.

Schedule:

Upon approval, design would begin immediately with the intent to have bids for Council review after July 1st, 2025, as this is when the funding is available. Depending on light pole delivery lead times, it may be a late 2025 or 2026 construction season installation timeframe. The existing poles would remain until they are replaced.

Recommendation

It is recommended that the city council pass a motion authorizing the design and advertisement of the TH 197 light pole replacement project and allow the city manager to enter into a professional services agreement with EAPC for $11,500.



Decorative “bemidji” style light pole

Standard “cobra” style light pole

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

Exhibit A

1:9,028

Date: 3/12/2025

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

Bemidji First City On The Mississippi

March 7, 2024

City of Bemidji Public Works
Attn: Sam Anderson
1351 5th Street NW
Bemidji, MN 56601

Subject: Professional Services Proposal
Re: TH 197 Light Pole Replacement Project
Project: 20251900

Dear Sam:

Thank you for considering the services of our firm regarding the above referenced project. We appreciate this opportunity. We look forward to providing the assistance that best fits your needs.

PROJECT DESCRIPTION
Project will include providing drawings and details for the replacement of the decorative light poles (approx. qty 44) along TH 197 East of the Mississippi River Bridge.

SCOPE OF SERVICES

- Necessary details for light poles, other electrical items that may be required. Items to be included on a plan sheet within the overall plan set.
- Provide a point-by-point lighting calculation of the footcandles which will be used to determine mast arm length & LED head style for inclusion in plan or specs. Initial assumption is that no new light locations are being installed, just replacement using the existing foundation locations.
- Assistance with special provisions for electrical and light specific items.
- Light pole base adapter coordination with existing bases to ensure reuse.
- General bidding assistance.

PROJECT FEES
We propose a Lump sum fee of $11,500 for the services above.

Let us know if you have any questions. Once again, thank you for utilizing our services.

Sincerely,

Cory Vaughn, PE | Senior Electrical Engineer | Partner

Please sign one copy and return to this office for our files to indicate your acceptance of this proposal.

_____ _____
Signed by: Date:

Consultant Responsibilities

STANDARD OF CARE

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE

Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Consultant will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Consultant, however, cannot and does not warrant or guarantee that its services and documents will comply with all such interpretations and requirements.

COST EVALUATION

Evaluations of Client's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES)

Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET

Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

DESIGNATED CLIENT REPRESENTATIVE

Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

TESTS, INSPECTIONS, AND REPORTS

When required by the scope of the Project, Client shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

CLIENT PROVIDED SERVICES AND INFORMATION

Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement, or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultant shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS & RESPONSIBILITIES

When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on AIA A201™-2017 General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and

(2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that: (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES

If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

General Provisions

LIMITATION OF LIABILITY

The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of the compensation to be paid pursuant to this Agreement –by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION

The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION

Consultant and Client each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Consultant nor Client shall have a duty to provide the other an up-front defense of any claim.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

HAZARDOUS MATERIALS

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS

Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

DISCLAIMER OF THIRD PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

GOVERNING LAW

This Agreement shall be governed by, and Professional Services shall be performed in compliance with, the laws of the state wherein the Project is located.

ASSIGNMENT

Client and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment and that lender agrees to assume all of Client's duties and obligations under this Agreement. Any expense incurred by Consultant as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

PROJECT SCHEDULE

In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

Payments Due

Consultant shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be

identified in writing to Consultant within ten (10) days of presentation of Consultant's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, Consultant shall have the right to suspend Services and withhold all documents until payment is received and apply a 1.5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement.

Suspension and Termination

In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant shall have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

This Agreement may be terminated for cause after a seven (7) days cure period by either party or for convenience upon notice period; seven (7) days written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of 10% of fees not yet earned.