

BEMIDJI PARKS AND RECREATION COMMISSION MEETING AGENDA

Tuesday, April 8, 2025

Carnegie Library

4:30 PM



- 1) **CALL MEETING TO ORDER**
- 2) **AMENDMENTS TO THE AGENDA**
- 3) **APPROVAL OF MINUTES**
- 4) **PUBLIC COMMENTS/AGENDA ITEMS**
(Comments limited to Agenda items only and a 3- minute maximum per speaker; 15-minute maximum per meeting regarding groups).
- 5) **ALGOMA PARK - Pickleball Project**
 - a) Review Pickleball License and Donation Agreement
 - b) Appoint Commissioners to Pickleball Advisory Group
- 6) **INTERSECTION PROJECT**
 - c) Review Intersection Maps
 - d) Updated from Intersection Committee
- 7) **COMMISSIONER UPDATES**
- 8) **DIRECTOR'S UPDATES**
 - e) Department Updates
- 9) Next Meeting - May 13, 2025
- 10) **ADJOURN**

MINUTES
PARKS & RECREATION COMMISSION MEETING
March, 11, 2025

MEMBERS PRESENT: Tom Anderson, Vicky Beckman, Tim Faver, Kristine Bommersbach, Mike Cronin, and Bethany Wesley

MEMBERS ABSENT:

COUNCIL & BOARD REPRESENTATIVE: Gwenia Fiskevold Gould

CITY STAFF & OTHERS: Marcia Larson

CALL TO ORDER:

Wesley called the meeting to order at 4:31 p.m.

AMENDMENTS TO AGENDA:

Motion by Heinonen, seconded by Cronin, to approve the agenda as presented. Motion carried.

APPROVAL OF FEBRUARY 11, 2025 MEETING MINUTES:

Discussion on the minutes regarding the spelling of Kristine's name.

Motion by Wesley, seconded by Cronin, to approve the February 11, 2025 Meeting Minutes with minor spelling corrections. Motion carried.

PUBLIC COMMENT

No one was present to address the Commission

CYCLING WITHOUT AGE PROGRAM

Presented by Marcia Larson

- Proposed trishaw program, Cycling without Age, for seniors; possibility of donation of the trishaw
- Potential partners: Lions Club, United Way, BSU
- Current challenges: Storage, scheduling, volunteer management
- Recommendation from the Commission after discussion: limited involvement from Parks and Recreation due to capacity; suggested BSU for storage of the trishaw.

INTERSECTION SAFETY PROJECT

- Committee members: Mike Cronin, Emma Realing, Tony Klaers, Melissa Fahrenbruch worked with GIS Coordinator, Derek Bernard to create an interactive GIS map identifying problematic intersections
- Goals: Identify safety concerns, propose potential solutions, and gather public input
- Potential engagement methods: Bike rides, community surveys, GoPro video documentation.

- Commission discussed a method for the Commission to review intersections both via bike rides and/or virtually.

Recommended to send updated maps to the Commission prior to the April Meeting and add this item to the April Agenda.

PICKLEBALL COURT UPDATE

- License agreement under review by the City Attorney.
- Five-year term with potential extensions was one of the changes/updates.
- Discussions about additional court requirements and scheduling.

DIRECTOR'S REPORT

- Cameron Park project: Construction progressing
- Trail grant application temporarily tabled at the Council level based on questions/clarifications needed on funding,
- Seasonal hiring underway
- New management software implementation planned for April in time for Camp Registration

FUNDING DISCUSSIONS

- Concerns about changing liquor store fund allocations
- Historical funding context reviewed

ADJOURNMENT

- Motion to adjourn passed
- Next meeting scheduled for March 8, 2025

Respectfully submitted,

Marcia Larson
Parks and Recreation Director

PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: April 8, 2025

Action Requested: Review the License and Donation Agreement and Discuss

Prepared By: Marcia Larson, Parks & Rec Director Parks and Recreation

Background:

The Pickleball Club and representatives from the Commission and Staff have been meeting over the last several months to discuss Algoma Park and the potential re-development and expansion of the Pickleball Courts. The attached agreement has been reviewed by the group and the City Attorney. Several items were updated/changed throughout the process to better address club and public use of the courts, payments to a maintenance fund, advisory group, signage at the courts, length of the agreement, and overall timeline. A meeting between all parties is scheduled for April 4, 2025 to review the most updated version, which is provided here. There were to requested updates to the agreement: Timinig of the initial licensing payment to take place in June of 2028 versus 2027 under Section 4 top of page 4) and changing the tournament from a one day to three day tournament (section 7 page 5)

Recommendation:

Review the License and Donation Agreement and Discuss

**LICENSE AND DONATION AGREEMENT
ALGOMA PARK PICKLEBALL COMPLEX**

THIS LICENSE AGREEMENT (the “Agreement” or “License”) made this _____ day of _____, 2025 (the “effective date”), by and between the City of Bemidji, a municipal corporation under the laws of the State of Minnesota (the “Licensor” or “City”), and Bemidji Pickleball, a nonprofit corporation under the laws of the State of Minnesota (the “Licensee”) (collectively the “parties”).

WITNESSETH:

WHEREAS, the City owns certain real property consisting of public park land, green space, a playground, and a series of athletic courts, including pickleball courts, in the City of Bemidji, Minnesota, known as Algoma Park; and

WHEREAS, Bemidji Pickleball is a non-profit organization with the mission of promoting the development and growth of the sport of pickleball in Bemidji and has an interest in expanding pickleball opportunities in Bemidji through funding new pickleball courts in Algoma Park with the support and collaboration of the City; and

WHEREAS, the City desires to see certain improvements made to Algoma Park and is interested in partnering with Bemidji Pickleball regarding the construction of approximately 16 new pickleball courts, to be known as the Algoma Park Pickleball Complex (the “Project”); and

WHEREAS, Bemidji Pickleball is committed to raising a minimum of \$350,000 and donating said amount to the City for the Project, encompassing the design, development, materials, and construction of the Project, and has appointed the Northwest Minnesota Foundation to serve as its fiscal agent overseeing the management of all monetary donations for the Project; and

WHEREAS, the City and Bemidji Pickleball agree that the final scope of the Project design, including the final number of courts and associated amenities, will be determined based on cost estimates provided by the Project consultant, who shall be selected, hired and retained by the City, and based upon available funding at the time of the final Project design, in the City Council’s sole judgment and discretion; and

WHEREAS, the City and Bemidji Pickleball are committed to forming an advisory group to advise on the design and construction of the Pickleball Complex, which shall consist of two representatives of Bemidji Pickleball, two members of the Bemidji Parks and Rec Commission, and City staff, which shall meet at least once annually to review the terms of this Agreement and the use and operations of the Pickleball Complex. Both Parties understand that this advisory group is to be advisory only, and all decision-making authority related to the Pickleball Complex and Algoma Park remains solely with the City acting through its City Council and the Parks and Recreation Department; and

WHEREAS, the City and Bemidji Pickleball are committed to a 30%-70% cost share on

future maintenance expenses at the Algoma Park Pickleball Complex, with Bemidji Pickleball committing 70% of such annual operation and maintenance expenses with such contribution paid yearly to the City as an annual License and Maintenance fee; and

WHEREAS, the City is interested in pursuing the Project, subject to Bemidji Pickleball meeting its fundraising/donation obligations as described herein, and with the understanding and agreement of Bemidji Pickleball that the City will not proceed with bidding the contract for the Project unless and until the donation, provided through the Northwest Minnesota Foundation, has been made to and accepted by the City pursuant to Minnesota Statutes, section 465.03; and

WHEREAS, upon Project competition, Bemidji Pickleball desires to utilize that certain portion of Algoma Park constituting the Pickleball Complex for their non-exclusive use thereof during a limited portion of the year for Bemidji Pickleball sponsored recreational league events and tournaments; and

WHEREAS, the parties desire to redevelop Algoma Park for the above purposes to allow use thereof by Bemidji Pickleball during the times designated herein (the “period of use”), as well as to allow use thereof by the City, other organizations and entities, and members of the general public, in accordance with City scheduling procedures outlined herein; and

WHEREAS, the City is willing to construct the necessary improvements to Algoma Park for the Project, subject to Bemidji Pickleball completing the necessary fundraising, following Bemidji Pickleball donating said funds to the City for the Project, and to permit the requested use by Bemidji Pickleball of the Algoma Park Pickleball Complex Licensed Premises, as defined herein below, following completion of the Project improvements on those certain terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Grant of License and Description of Licensed Premises.

- a. The Licensor hereby grants to Licensee a terminable, non-exclusive, limited license to use the portion of the real property known as the Algoma Park Pickleball Complex located in the City of Bemidji, as depicted on Exhibit A, which is attached hereto and incorporated herein by reference (the “Licensed Premises”), for the purposes and under the conditions stated herein.
- b. The Licensed Premises shall be redeveloped for the Project following receipt of the Bemidji Pickleball Donation as defined herein below subject to City approval of final design plans and specifications for the Project and following City Council approval and bidding of the Project, which shall be in the City Council’s sole judgment and discretion. The Project shall occur in one phase as described herein and the costs thereof shall be funded by Bemidji Pickleball through it’s donation to the City as described herein. The Licensed Premises shall include those capital improvements for the Project as the same shall be subsequently designed pursuant to those certain City approved plans and specifications for the same to be

prepared by the City.

- c. At such time as the Bemidji City Engineer certifies in writing the completion of the Project herein, the same are hereby incorporated into the Licensed Premises. The License described in this Paragraph is solely for the use of the Licensed Premises by the Licensee for the purposes stated herein, which include Bemidji Pickleball's recreational leagues, as well as other related athletic events that are expressly sponsored by Bemidji Pickleball and scheduled by the City as provided herein below.
2. **Commencement of License.** The effective date of this Agreement shall be as first written above, provided however that the commencement of the Licensee's rights under this License to use the Licensed Premises for the purposes stated herein shall not begin until the date the City Engineer has provided written certification of the completion of the Project.
 3. **Use of Licensed Premises.**
 - a. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual, including following City and Parks and Recreation Department policies when activities or events or soliciting sponsorships to support Bemidji Pickleball's obligations hereunder for maintenance costs.
 - b. The Licensee may use the Licensed Premises for the purposes stated herein during a period of use as defined and designated in Paragraph 7 of this Agreement (the "period of use").
 - c. The Licensor is not responsible for any lost, stolen, or items left at the Licensed Premises by Licensee or anyone associated with Licensee's use of the Licensed Premises.
 4. **License and Annual Maintenance Fees.**
 - a. In consideration of the Donation and the other terms and conditions of this Agreement, no license fee shall be required under this Agreement. No maintenance fees shall be required until such time as the Project is certified complete as provided herein above. The Licensee shall pay to the Licensor the annual maintenance fee provided in this Paragraph.
 - b. In addition to the Donation and during the License Term, the Licensee shall pay the Licensor an annual Licensed Premises maintenance fee in the amount of a Seven Thousand and No/100ths Dollars (\$7,000.00) (the "Maintenance Fee") for

the maintenance of the Licensed Premises. Within 30 days following date of certification of completion of the Project, the Licensee shall pay the Licensor the Maintenance Fee. Thereafter, the annual Maintenance Fee shall be due and payable on or before June 1 of each year, with the second annual Maintenance Fee payment required to be paid on or before June 1, 2027.

- c. The Maintenance Fee shall be collected by the Licensor and deposited in a City controlled account to be exclusively used for future maintenance needs and capital improvements to the Pickleball Complex at Algoma Park and shall be utilized in the City's sole judgment and discretion to meet maintenance needs within the Licensed Premises.
 - d. In addition to the Donation and annual Maintenance Fee provided herein, the Licensee shall be responsible for all costs and expenses of every kind whatsoever associated with or in connection with Licensee's use, operation, and maintenance of the Licensed Premises during the License Term and any period of use, as well as all activities conducted thereon. Except as otherwise provided herein, Licensor shall have no responsibility of any kind for costs or expenses that are accrued or incurred based on Licensee's use of the Licensed Premises.
5. **City's Contribution to Maintenance and Future Capital Improvements.** The City will allocate approximately \$3,150 annually for maintenance and future capital improvements for the Pickleball Complex, which shall be held in a City account specifically designated for Algoma Park. Both the City and PBA maintenance contributions are based on a 30%-70% split for future maintenance needs of the Pickleball Complex, including but not limited to playing court resurfacing for the Pickleball Complex, which is anticipated to be needed approximately every 10 years. All future capital improvements and maintenance projects will be commenced and conducted by the City, at the City's sole judgment.
6. **License Term, Option to Renew and Termination.**
- a. This Agreement shall be in effect for four (4) terms of five (5) years, beginning on the effective date as is stated above, unless sooner terminated as provided in this Agreement, with the rights of use commencing as provided in Paragraph 2 of this Agreement (the "License Term"). Each succeeding term shall automatically renew at the end of each five-year term, unless either party provides written notice to the other that it wishes not to renew this Agreement. The written notice not to renew must be provided not less than ninety (90) days prior to expiration of a five-year term.
 - b. Notwithstanding the foregoing, this Agreement may also be terminated; 1) by mutual agreement of the parties at any time; 2)) by either party for good and sufficient reasons, including default, upon ninety (90) days' written notice to the other party. For purposes of this Agreement, "good and sufficient reasons" do not include the mere convenience of either party, but instead include reasons of a

material nature, including but not limited to, default, changed circumstances affecting the purpose of this Agreement, redevelopment of the property or its facilities, the lowest responsible bid or bids cumulatively received by the City for the Project exceed the Donation for the Project, or for reasons affecting the public interest or public health, safety or welfare.

- c. Within 90 days of termination of this Agreement for any reason, the Licensee shall, at the Licensee's expense, restore the Licensed Premises to a condition sufficient for the intended uses of the Licensed Premises as directed by the Licensor at Licensee's sole cost and expense, unless otherwise agreed in writing by the Licensor.

7. General City Scheduling and Licensee's Period of Use.

- a. The License granted under this Agreement grants to Licensee reserved and priority use of a portion of the Licensed Premises, limited to 12 individual courts at the Pickleball Complex, during the following designated period of use from approximately May 1 through September 30 (the "season") for recreational league and association play:
 - Tuesdays from 8:00am to 12:00pm and 5:00pm to 7:00pm
 - Thursdays from 8:00am to 12:00pm and 5:00pm to 7:00pm
 - Saturdays from 8:00am to 12:00pm
- b. At all times, even during a period of use above, a minimum of 25% of the total courts at the Pickleball Complex must remain open for use by members of the general public.
- c. During all time other than a period of use as stated above, exclusive control of the Licensed Premises remains with the Licensor, and the Licensee shall have no right to use the Licensed Premises, except as otherwise approved by the Licensor.
- d. At all times after the completion of Project and during the License Term, the Licensee shall have priority use of the Licensed Premises during a period of use except as otherwise provided in this Agreement.
- e. The Licensor shall, at all times, have the sole right to schedule activities that occur on the Licensed Premises, subject to the designated period of use provided herein above.
- f. **Special Events and Tournaments.** The Licensee may reserve courts for Bemidji Pickleball sponsored special events and tournaments outside of the scheduled period of use with advanced notice and approval by the Parks and Recreation Department of the City. Bemidji Pickleball, as part of this Licensee Agreement,

shall be allowed to schedule one single day tournament per year at the Pickleball Complex without any additional license or rental fees being imposed by the City, however any additional events will be subject to standard City license and rental fees. Advance written notice of the event shall be provided to the City as soon as practicable. The Parks and Recreation Department shall have exclusive approval authority over such requests and such requests shall not have priority over any other uses.

- g. **Notice by Licensee of Schedule Changes.** Should Bemidji Pickleball desire or need to adjust the period of use provided herein, such request must be made and approved by the Parks and Recreation Department of the City. Such approved changes shall not constitute a violation of this Agreement, so long as the scheduling changes are provided in writing and agreed upon by the parties. If the proposed change is desired to be ongoing, as opposed to temporary, a written amendment altering Paragraph 7.a., if mutually agreed upon by the parties, must be approved and executed by the parties thereby amending this Agreement
- h. **Weather Related Cancellations.** The Licensee shall have the right to provide a notice of rescheduling and cancellation to the Licensor of any Bemidji Pickleball activity cancelled because of inclement weather, and the parties shall work together to mutually agree on rescheduling the same.

8. Donation by Bemidji Pickleball to Project Costs.

- a. The parties agree that Algoma Park in the City will be redeveloped for the purposes of constructing the Project by the Licensor subject to the requirements provided in this Agreement, including but not limited to, that such Project bidding and construction shall only occur following City receipt of the Donation of the necessary funds for the Project from Bemidji Pickleball to the City as provided in this Agreement.
- b. Bemidji Pickleball shall donate \$350,000 to the City on or before February 1, 2026 (the "Donation"). Such Donation shall be subject to formal acceptance of the donation by the Bemidji City Council, in accordance with State law.
- c. The City shall have no obligation to bid or construct the Project until the Donation has been received and accepted by the City.
- d. In the event the total Project costs of construction are less than the Donation amount, any remaining donated funds shall be deposited in the City's account designated for future maintenance and resurfacing as described herein above.
- e. In the event that Project construction costs exceed the amount of the Donation, the City shall be responsible for payment of such costs.

9. Project Description and City Decisions.

- a. The Licensor shall have sole authority to redevelop Algoma Park as is outlined in this Agreement. Licensor's authority shall include the right to make all decisions regarding contracting and hiring of consultants and contractors for the Project, including but not limited to, architects, designers, engineers and contractors, as well as other decisions related to the design and development, bidding processes, contracting and construction of the Project.
- b. The Licensor and Licensee have prepared the following general description and preliminary cost estimates for the Project and the same are summarized below:

The Project will include the construction of approximately 16 Pickleball Courts at Algoma Park, including perimeter fencing around the courts, and any necessary related accessory structures and infrastructure improvements based on the final Project design plans and specification approved by the City Council in its discretion. The preliminary estimated cost of the Redevelopment Project is \$350,000.00. The Licensee shall be responsible for donating \$350,000 to the City for the Project. The Licensor shall provide an in-kind contribution towards the demolition and removal of above ground infrastructure in the area designated for the Project, including removal of existing fencing, net posts and footings, existing basketball court and other asphalt. The City's in-kind contribution shall be in addition to the Donation and shall not reduce the Donation amount even in the event total Project costs are less than the Donation amount.

- c. The contractor or contractors who will perform the work of the Project for the City shall be selected by the City, in its sole judgment and discretion, and shall provide all labor and materials required all in strict accordance with those plans and specifications covering the same prepared by the City, in consultation with the Licensee, and approved by the City Council.
- d. In the event of any conflict or inconsistency between this Agreement and the City approved plans and specifications for the Project, the approved plans and specifications shall govern.
- e. Licensor shall publicly advertise for bids for all or a portion of the Project as required by law, and shall be the sole contracting entity responsible for the coordination, administration and completion of the Project in satisfaction of the City approved plans and specifications.

10. Preliminary Project Costs. All preliminary costs for the Redevelopment Project contemplated by this Agreement, including but not limited to architectural fees, design costs, engineering fees, legal fees and costs related to bidding and contracting processes and preparation of plans and specifications shall be paid by the City, with the understanding that these costs may be reimbursed using the dollars donated by Bemidji Pickleball at the sole discretion of the City.

11. **Project Costs.** Prior to the commencement of any work on the Project contemplated by this Agreement by the City, other than the preliminary Project design work provided above, the Licensee shall transfer the required Donation to a dedicated City fund for the purpose of funding all costs incurred or to be incurred by the City for the Project. The fund controlled by the City shall be separate from the City's general fund, and shall be used solely for the purpose of paying for the Project costs incurred by the City. Upon commencement of the Project following the bidding and award of a contract to construct the Project, the Licensor shall have the right to use the Donation funds to pay costs related to the Project as those costs are incurred by the Licensor.

12. **Public Premises and Ownership of Project Improvements.**

- a. The Licensee expressly recognizes that the Licensed Premises are a public facility for the benefit and use of the general public. The underlying property is City owned and that all of Licensee's activities and use upon the Licensed Premises are being provided for the benefit of the general public and are subservient to the City's uses thereof.
- b. At all times during the License Term, the Licensor shall own all Project improvements made to and fixtures added to or within the Licensed Premises, inclusive of all improvements made during the Project as well as subsequent to the Project. Upon termination of this License, the Licensor shall retain ownership of all improvements and fixtures within the Licensed Premises. During the term hereof and thereafter, all incidents of ownership in the Licensed Premises shall remain with Licensor exclusively. Licensee shall gain no property interest in the Licensed Premises or the real property upon which the Licensed Premises is located by virtue of this Agreement, the Project or otherwise.

13. **Future Capital Improvements.** The Licensee shall make no capital improvements or alterations to the Licensed Premises during the License Term, other than those expressly provided in this Agreement, without the express, written consent of the Licensor. For purposes of this Paragraph, capital improvements includes, but is not limited to a change or alteration of any physical structure within the Licensed Premises, the addition of a structure or fixture to the Licensed Premises, or a significant alteration to the Pickleball Complex courts.

14. **Operation, Maintenance and Other Conditions.** The Licensor's grant of a terminable license, in addition to the other terms contained herein, is subject to the following conditions to be met by the Licensee during the License Term:

- a. Licensee shall report damage to the Licensed Premises or other issues requiring repair to the City as soon as practicable.
- b. Licensee shall supervise and coordinate volunteer court cleaning and minor maintenance activities, including the installation and removal of wind screens, as necessary and when directed by Licensor. Licensee shall receive no

compensation or reimbursement for performing any maintenance, repair, alteration or improvement of, to, under or upon the Licensed Premises or any other costs incurred by Licensee related to this Agreement of any kind or nature whatsoever during the term hereof or following termination hereof.

- c. Licensee shall take all necessary precautions to protect and preserve any public utilities, public utility easements, facilities, fixtures, lighting, and equipment within the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this License.
- d. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions and shall keep the Licensed Premises clean, and free of refuse following each period of use or any City approved events.
- e. Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or to any utilities, fixtures, lighting, facilities or equipment located therein during each period of use or during any City approved events. In the event of such occurrence, Licensor may terminate this Agreement as provided herein, unless such waste, destruction, or damage is repaired to Licensor's satisfaction by Licensee, at Licensee's cost, within the 90 day notice period. In the event that Licensor incurs costs related to Licensee's use of the Licensed Premises, Licensee shall reimburse the Licensor for the same within 30 days of the date of invoicing from Licensor to Licensee.

15. **Signage.** Bemidji Pickleball is authorized to hang signs and banners during playing the season subject to the limitations stated herein. All Bemidji Pickleball signage and banners shall be temporary and removable and be removed from the Licensed Premises and properly stored in a location off the Licensed Premises, except during the season or a period of use or City approved event. During the License Term, Bemidji Pickleball may hang removable signs and banners within the Licensed Premises subject to the following conditions:

- a. All signs and banners must comply with City ordinances.
- b. Sign and banner installation or removal shall be conducted by Licensor at Licensee's expense, unless otherwise authorized by Licensor.
- c. Licensee is responsible for the repair and maintenance of all signs and associated costs. All signs shall be kept in good repair or as otherwise directed by the City Parks and Recreation Department.
- d. All signs and banners or modifications thereto shall be approved by the Licensor prior to use.
- e. The number, type, method of fixture, material, location, and size of signs and

banners allowed within the Licensed Premises shall be approved by the City Parks and Recreation Department in its discretion.

- f. The content of any signs or banners must only contain information pertaining to specific Bemidji Pickleball activities, leagues and events and be limited to identification information for public participation in the same, e.g., name of event, sponsor, date and time of event, and contact information for the public to participate.
 - g. No advertising or solicitation of donations is permitted on any signs or banners.
 - h. At termination of this License, the Licensee shall remove all such sign installations and return the Licensed Premises to its prior status.
 - i. The parties agree that Licensor, in permitting Licensee to install signs and banners on the Licensed Premises, is not creating a forum for public speech protected by the United States or Minnesota constitutions. Licensor hereby reserves the right to reject any banner, sign, or other media.
16. **City's Responsibilities for Licensed Premises.** The Licensor commits to undertaking the following activities, at City expense and with use of the maintenance fund provided herein, relative to the maintenance of the Licensed Premises:
- a. Regular inspection and repair of court surfaces, fencing, nets, and other structural elements.
 - b. Trash removal and cleaning of common areas.
 - c. Lawn care, landscaping, and general park maintenance around the courts.
 - d. Provision of nets and portable toilets for general public use within the park as determined by the Parks and Recreation Department.
17. **Conditions of Licensed Premises "As Is" and Not Warranted.** The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable, nonexclusive license to use the Licensed Premises for the purposes stated herein, and does not confer any permanent property rights with respect to the Licensed Premises or the improvements to be constructed thereon upon Licensee.
18. **Licensor's Right of Entry.** Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Licensee therefore, the City reserves the following rights with respect to the Licensed Premises, in the City's sole judgment and discretion:

- a. The City, its employees and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, sweeping, repairing, altering, or improving the Licensed Premises without compensation to the Licensee.
- b. The City may schedule, permit and license public or private events on the Licensed Premises in its discretion.
- c. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.
- d. The City may order the immediate cessation of any use that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public.
- e. The City may order Licensee to correct any use or condition to comply with the scope of this Agreement or other applicable standards, conditions, policies, ordinances or laws.

19. **Indemnification.** Licensee shall indemnify, protect, save, hold harmless and insure Licensor, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, patrons, invitees, members, attendees, volunteers, or contractors, with respect to Licensee's use or operation within the Licensed Premises. Licensee shall defend Licensor against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to Licensor. Licensor, 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. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Licensor. All indemnification obligations shall survive termination of this License.

20. **Waiver and Assumption of Risk.** Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith during its use thereof. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person affiliated with Licensee's use of the Licensed Premises and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related in any way to Licensee's use of the Licensed Premises, the

improvements to be constructed therein, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.

21. **Insurance.** The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater, for purposes of insuring Licensee or any of Licensee's agents, employees, members, participants, guests, customers, patrons, volunteers, or invitees related to this Licensee's uses of the Licensed Premises and under this Agreement. The City shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City. Upon request, the Licensee shall deliver to the City certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required the term of this License, the City may immediately revoke this Agreement, and the Licensee shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
22. **Assignment or Transfer of License.** Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor
23. **Default.** Notwithstanding any other term of this Agreement, if the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within 60 days of notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.
24. **General Terms.**
 - a. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - b. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- c. **Mechanic's Liens.** The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.
- d. **Attorneys' Fees.** If any action at law or in equity shall be brought by Licensor on account of any breach of this Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
- e. **Recitals.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- f. **Notices.** The parties' representatives for notification for all purposes are:

Licensor:

City of Bemidji
Parks and Recreation Department
317 4th Street NW
Bemidji, MN 56601

Licensee:

Bemidji Pickleball
1131 Maple Ridge Ct. NW
Bemidji, MN 56601

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice,

such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- g. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Licensor.
- h. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- i. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, 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 the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. **Force Majeure.** The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- k. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- l. **Compliance with Laws.** The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise or to the facilities, programs and staff for which the Licensee is responsible.
- m. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Beltrami County, Minnesota, and the laws of the State of Minnesota

shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

- n. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- o. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- p. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- q. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof superseding any prior agreements or understandings. All discussions and negotiations are deemed merged in this Agreement.
- r. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- s. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of the Licensee and Licensor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LICENSOR:

CITY OF BEMIDJI, MINNESOTA

By: _____
Jorge Prince, Mayor

Date: _____

By: _____
Rich Spiczka, City Manager

Date: _____

LICENSEE:

BEMIDJI PICKLEBALL

By: _____
_____, its _____

Date: _____

EXHIBIT A

Depiction of Licensed Premises

PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: April 8, 2025

Action Requested: Appoint Commission members to the Advisory Group.

Prepared By: Marcia Larson, Parks & Rec Director Parks and Recreation

Background:

The License and Donation Agreement Identified an Advisory Group on Page 1 as follows:

WHEREAS, the City and Bemidji Pickleball are committed to forming an advisory group to advise on the design and construction of the Pickleball Complex, which shall consist of two representatives of Bemidji Pickleball, two members of the Bemidji Parks and Rec Commission, and City staff, which shall meet at least once annually to review the terms of this Agreement and the use and operations of the Pickleball Complex. Both Parties understand that this advisory group is to be advisory only, and all decision-making authority related to the Pickleball Complex and Algoma Park remains solely with the City acting through its City Council and the Parks and Recreation Department;

Bethany Wesley has been meeting with the group since the discussion on the project has started. Mike Cronin is also willing to serve on the Advisory Group. Both the Parks and Recreation Director (as the main contact and facilitator) and Parks Superintendent have attended the meetings.

Recommendation:

Appoint Commission members Bethany Wesley and Mike Cronin to the Advisory Group.

PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: April 8, 2025

Action Requested: No action needed

Prepared By: Marcia Larson, Parks & Rec Director Parks and Recreation

Background:

The Intersection Committee has been meeting to identify problem intersections in the Bemidji area. After identifying these intersections, solutions were discussed that would best fit the problem area. From there, the group has been working on the best way to promote cycle safety and awareness of these intersections by planning a group ride that would cover a few of these areas.

Recommendation:

Discuss Next steps

PARKS AND RECREATION COMMISSION AGENDA ITEM



Meeting Date: April 8, 2025

Action Requested:

Prepared By: Marcia Larson, Parks & Rec Director Parks and Recreation

Background:

Recommendation: