

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 16, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of February 2, 2016.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of February 9, 2016.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider approving the Special Operations Group Joint Powers Agreement between the City of East Grand Forks and the other participating agencies.
4. Consider approving the Pine to Prairie Drug Task Force Joint Powers Agreement between the City of East Grand Forks and the other participating agencies.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

5. Regular meeting minutes of the Water, Light, Power, and Building Commission for January 21, 2016.
6. The Organizational and Regular meeting minutes of the Economic Development Authority Board for January 19, 2016.

7. The Organization and Regular meeting minutes of the Planning Commission for January 14, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

8. Consider adopting Resolution No. 16-02-24 amending the Transportation Improvement Program for the 2018 funds to be used on the construction of a round-a-bout at the intersection of Bygland Road and Rhinehart Drive.
9. Consider adopting Resolution No. 16-02-25 authorizing the repayment of the Intermediary Relending Program Funds and agree to use the remaining funds for economic development activities.
10. Consider approving the Intermunicipal Agreement between the City of East Grand Forks and Grand Forks for the conveyance and the treatment of wastewater.
11. Consider approving the Memorandum of Understanding between the City of East Grand Forks and Grand Forks for additional terms relating to the ownership, transfer of the ownership, bidding, construction, and financing of the interconnect project.

CLAIMS:

12. Consider adopting Resolution No. 16-02-26 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 23491 for a total of \$648.87 whereas Council Member Buckalew is personally interested financially in the contract.
13. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings

- Work Session – February 23, 2016 – 5:00 PM – Training Room
- Regular Council Meeting – March 1, 2016 – 5:00 PM – Council Chambers
- Work Session – March 8, 2016 – 5:00 PM – Training Room
- Regular Council Meeting – March 15, 2016 – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 2, 2016 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for February 2, 2016 was called to order by Council President Mark Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss(5:01pm), Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of January 19, 2016.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of January 26, 2016.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS ONE (1) AND TWO (2).

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Tweten.

Voting Nay: None.

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

Council President Olstad asked if any Council member like an item to be pulled. Council member DeMers asked to have item five (5) be pulled.

3. Consider approving an Offsite Gambling Permit Application for the Blue Line Club to hold a raffle on April 9, 2016 at the VFW Arena located at 711 3rd St SE East Grand Forks, MN 56721.
4. Consider approving an Exempt Gambling Application for the East Grand Forks Fire Department Relief Association to hold a raffle on June 11, 2016 at the Eagles Club located at 227 10th St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.
5. Consider adopting Resolution 16-02-20 authorizing an increase of \$100 per month to the Water and Light Commissioner salaries.
6. Consider approving the purchase of two new pumps from Minnesota Pump Works and declare the used pumps as surplus trading one in to reduce the purchase price from \$57,642 to \$55,108.
7. Consider approving the Special Event Application for the Grand Cities Artfest event for June 11-12, 2016 and waiving the transient merchant license for the artists of the event.
8. Consider adopting Resolution No. 16-02-21 authorizing the implementation of the updated compensation plan for non-union employees.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS THREE (3), FOUR (4), AND SIX (6) THROUGH EIGHT (8).

Mr. Murphy stated there was an error with the wage scale in the compensation plan resolution and asked that the Council vote on the wage scale that was in front from them and have that replace the scale in the resolution.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Tweten.

Voting Nay: None.

5. Consider adopting Resolution 16-02-20 authorizing an increase of \$100 per month to the Water and Light Commissioner salaries.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION 16-02-20 AUTHORIZING AN INCREASE OF \$100 PER MONTH TO THE WATER AND LIGHT COMMISSIONER SALARIES.

Council member DeMers stated that his only objection was this was looked at last year and it was decided at that time it wasn't prudent to increase the salaries. He added he hasn't seen any evidence or reasoning why there would be a benefit to the City or Water and Light. He stated that people on boards and commissions should be the last people to be receiving raises. Council member Tweten explained that the raise was included in the budget and commented how the Water and Light Commission is one of the finest in the State. He stated how the work they have done has helped improve the bond rating, that meetings are usually at least an hour and a half to two hours, they attend meetings all over, and that it is important to have the qualified people on the commission.

Council member Pokrzywinski stated that if the Council is consistent the other boards and commissions should also be receiving compensation and until all boards and commissions receive compensation he will be voting no. Mayor Stauss commented that it was three people and asked how much the operating budget was for the Water and Light Department. Mr. Boyce informed the Council that the increase was included in the Water and Light budget for 2016, that when Ms. Ogden retired after serving for 27 years on the commission she commented there was never a raise in the pay, and the operating budget was approximately \$15 million dollars. Mayor Stauss commented what is required of this commission is different than other commissions. Council member Vetter stated that the commission does a lot of work and run the Water and Light just like a business. Discussion followed about how serving on a board should be considered a duty, how the Water and Light Commission had been fortunate over the years to have talented people, and how in the future the Council may need to consider paying all board and commission members.

Voting Aye: Olstad, Grassel, Vetter, Buckalew, and Tweten.

Voting Nay: DeMers and Pokrzywinski.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

- 9. Regular meeting minutes of the Water, Light, Power, and Building Commission for January 7, 2016.
- 10. Regular meeting minutes of the Economic Development Authority Board for December 22, 2015.
- 11. Regular meeting minutes of the Planning Commission for October 8, 2015.

COMMUNICATIONS:

- 12. Acknowledgement of the Mayor's Veto of Resolution 16-01-16 accepting the Knight Foundation grant.

OLD BUSINESS:

- 13. Reconsider adopting Resolution No. 16-01-16 accepting the Knight Foundation Grant for the project televising the City Council meetings and other city meetings.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-01-16 ACCEPTING THE KNIGHT FOUNDATION GRANT FOR THE PROJECT TELEVISIONING THE CITY COUNCIL

Council member DeMers informed the Council that Mr. Corey Thompson reviewed the budget to see what could be done for approximately \$25,000. Mr. Thompson explained the project could be reduced to the \$25,000 figure by utilizing software and other efficiencies. Council member DeMers asked what the shift in quality would be. Mr. Thompson stated it would be similar in quality but there would be challenges. Mr. Thompson informed the Council there would be five cameras, three being installed upstairs and two being installed downstairs. Council member DeMers commented how this would get things going and the Council would be able to upgrade in future years.

Mayor Stauss stated he doesn't like to veto things but it does happen because he has a different belief than others but that this grant was wonderful. He commented on how the budget had been cut the previous year and how the Council wanted to stick with the budget. He continued explaining there were many things coming up, projects were in progress, and how the Council still doesn't know how everything will be paid for. He added that the Council may need to increase taxes to cover costs and reminded the Council how the School referendum will also be affecting the tax payers. He said that he hopes the budget will be held down, that he is unable to support this at this time, and it is a want, not a need.

Council member DeMers commented how the Council spends money on a wide variety of things that they have to prioritize. He explained they work in the public realm as a government and how the core of any government is a compact with the people they represent. He stated how that compact is built on trust, how there have been issues, and that they owe it to public to do everything to rebuild the trust. He added it wasn't about being on TV but setting a record by creating a primary source for people to look back on. He stated how the project can be done for about \$25,000, not spending any money from the general fund, and accepting the grant so they are able to move forward with this project.

Mayor Stauss commented the Council does not try to hide anything, meetings are covered by the newspapers, radio, and TV station, and that the meetings are open to the public. He added this will be a future thing and that the Council should not accept this grant until they are ready to move forward with the project. He stated that this would just be adding money to the budget.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, and Buckalew.

Voting Nay: Tweten.

NEW BUSINESS:

14. Consider adopting Resolution No. 16-02-22 authorizing the application to the Minnesota Public Facilities Authority for a loan for the wastewater treatment system project.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 16-02-22 AUTHORIZING THE APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY FOR A LOAN FOR THE WASTEWATER TREATMENT SYSTEM PROJECT.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Tweten.

15. Consider approving Change Order No. 2 for the Civic Center Renovation Project which will cost \$20,295.65 and be paid for from the capital improvement budget.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE CHANGE ORDER NO. 2 FOR THE CIVIC CENTER RENOVATION PROJECT WHICH WILL COST \$20,295.65 AND BE PAID FOR FROM THE CAPITAL IMPROVEMENT BUDGET.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Tweten.

Voting Nay: None.

16. Consider approving the request to help cover the costs of furnishing the warming area at the Civic Center in the amount of \$_____.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE REQUEST TO HELP COVER THE COSTS OF FURNISHING THE WARMING AREA AT THE CIVIC CENTER IN THE AMOUNT OF \$9300.

Council member DeMers asked if a limit should be set or only pay 50% less of what donations were collected. Council member Vetter stated there were tables and chairs already in the warming area, that the club was going to be selling tables as a fundraiser, and that the City should not be participating in that fundraiser. Council President Olstad stated how there was miscommunication or assumptions made regarding the warming area and at this point the Blue Line Club took the lead. Discussion followed about how much the chairs and tables cost, that those are the tables and chairs are already in the warming area, and if the Council should pay for just the chairs. Council member DeMers asked to amend the motion to pay for just the chairs. Council member Tweten added how the counter also needs to be paid for.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO AMEND THE AMOUNT TO \$4,599.40.

Voting Aye: DeMers and Pokrzywinski.

Voting Nay: Olstad, Grassel, Vetter, and Buckalew.

Abstain: Tweten.

Council President Olstad stated the motion failed.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE REQUEST TO HELP COVER THE COSTS OF FURNISHING THE WARMING AREA AT THE CIVIC CENTER IN THE AMOUNT OF \$9300.

Council member DeMers asked if this purchased followed the purchasing policy guidelines. Mr.

Murphy stated that it did and was under the amount requiring a second quote.

Voting Aye: Olstad, Grassel, Pokrzywinski, and Buckalew.

Voting Nay: DeMers, Vetter, and Tweten.

CLAIMS:

17. Consider adopting Resolution No. 16-02-23 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 23390 for a total of \$1,208.54 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-02-23 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 23390 FOR A TOTAL OF \$1,208.54 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, and Tweten.

Voting Nay: None.

Abstain: Buckalew.

18. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Tweten.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Council Member Pokrzywinski thanked the Community and Knight Foundation, Kristi Mishler, and staff for their commitment for open government. He also thanked city staff and especially Corey Thompson for their time and effort when applying for this grant.

Mr. Murphy reminded the Council about the joint session with the Grand Forks City Council on February 4th and that it will be held at the Chamber building. He also added that staff had received more questions about the sales and use tax. He stated that the use tax would be on items that were rented like something from the hardware store if it was a taxable item and not on items that were purchased in Grand Forks.

Chief Hedlund announced that the Police Department was notified they will be receiving six portable breath testing devices. He said that they will not have to have a city match for those. He added that they also received a \$1000 grant for Project Lifesaver training.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE FEBRUARY 2, 2016 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:43 P.M.

Voting Aye: Olstad, Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Tweten.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 9, 2016 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for February 9, 2016 was called to order by Council President Mark Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Members Clarence Vetter, Mike Pokrzywinski, Henry Tweten, and Marc DeMers.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Steve Emery, City Engineer; City Planner; Ron Galstad, City Attorney; Paul Gorte, EDA Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

1. Interconnect Presentation – David Murphy

Mr. Murphy stated there was lots of information but there had been two items that were not included were the COSA and the other the MOU for the bidding process. He said the COSA became available at the end of the day and explained that the intergovernment agreement has been agreed in regards to both form and contact by staffs on both sides as well as the attorneys from both sides. He said they were looking for a recommendation for approval from the Council at the next council meeting. He added this was going before the Grand Forks Service Safety meeting that evening and the Grand Forks Council will be considering the agreement next Tuesday night as well. Mr. Murphy asked if there were any questions staff would do their best to answer.

Council President Olstad asked about the change in language in ownership. Mr. Boppre explained where the ownership ends for the City of East Grand Forks which is at the value on the wet side of the levee. He reviewed who will be maintaining the connection valves. Mr. Galstad informed the Council that he had talked with Nancy from PFA and her questions which were about the 30 year time frame and the unilateral termination and how three years may be too short. Discussion followed about suggesting five years for the unilateral termination and how language should be included explaining how this would be affected by licensing, financing, and making sure whatever is constructed is operational. More discussion followed about if the length of the agreement should be longer than 30

years, that the figures are based on the next year's budgeted figures, and how Grand Forks would have the ability to transfer out funds from the waste water enterprise funds. Council member Vetter asked to see if language could be changed from may to will in regards to keeping the possible revenue from the water reuse in the waste water fund. Council member DeMers asked what the potential was for the Councils to vote on two different versions of the agreement. Mr. Murphy stated staff was doing everything possible to make sure that didn't happen but there was a chance for a change to be made during the Council Meeting. Mr. Boppre commented how staff has what they need and they will be meeting with Grand Forks staff regarding the Council's concerns.

This item will be referred to a City Council Meeting for action.

2. Amend Transportation Improvement Program – Steve Emery

Mr. Emery reminded the Council about the discussion regarding the Rhinehart Drive reconstruction and the Bygland Road round-a-bout. He said reviewed the figures of the round-a-bout project and the reconstruction of 10th St NE which was currently scheduled on the transportation improvement program(TIP). He explained the Council would have to decide which project they would like to move forward with and possible amend the TIP. Council member Tweten commented how the Council is aware of the issues at Bygland Road and Rhinehart Drive and asked to have the engineers see if funding may be available for both projects. Discussion followed about how the City receives the TIP funding every four years, that if another City does not have a project East Grand Forks may receive funding sooner, and what the priority should be for the City. More discussion followed about the how the round-a-bout needs to be the appropriate size for the area and be able to accommodate the traffic.

This item will be referred to a City Council Meeting for action.

3. Intermediary Relending Program – Paul Gorte

Mr. Gorte informed the Council the City had received a \$750,000 loan from the USDA about 20 years ago. He explained how these funds were loaned to businesses at a 5% interest rate. He stated the terms and conditions of these loans were not appealing since other loans were available at a lower interest rate and because of that it had been several years since any loans were done using these funds. He recommended to the Council to pay off the loan in full which would be approximately \$290,000 which would release approximately \$460,000 which then could be used for other economic development activities. Discussion followed about how there were about 10 years left on the loan, there wasn't any prepayment penalty, and that these funds would be used in a way that they would be replenished.

This item will be referred to a City Council Meeting for action.

4. Pine to Prairie Drug Task Forks Joint Powers Agreement – Mike Hedlund

Chief Hedlund reminded the Council how the drug task force had expanded over the last couple years. He explained that starting in 2016 some of the counties that had joined in were increasing their level of involvement by adding a person to the task force. He stated that this agreement recognized them at this new level. Council President Olstad commented what a great job the task force had done over the

years and that he appreciated all of the work that they put in. Council members Pokrzywinski and Tweten both added comments of the good work the task force does.

This item will be referred to a City Council Meeting for action.

5. Grand Forks Regional Special Operations Group Joint Powers Agreement – Mike Hedlund

Chief Hedlund informed the Council that this had started out as an addendum but turned into a formal agreement. He explained how the cities have worked together before and that this would allow East Grand Forks officers to be on the specialized teams. Council member DeMers asked about liability. Chief Hedlund stated that each agency was responsible for their own officers. Mayor Stauss asked how this has affected overtime. Chief Hedlund stated it should be minimal unless they are called out since they are required to reschedule their training to a day they were working on.

This item will be referred to a City Council Meeting.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE FEBRUARY 9, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:30 P.M.

Voting Aye: DeMers, Vetter, Pokrzywinski, Tweten, and Olstad.

Voting Nay: None.

Absent: Grassel and Buckalew.

David Murphy, City Administrator/Clerk-Treasurer

Request for Council Action

Date: February 3, 2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Chief Michael Hedlund

RE: Grand Forks Regional Special Operations Group Joint Powers Agreement

Background: In August 2014 the East Grand Forks City Council authorized a Joint Powers Agreement between the Pine to Prairie Drug Task Force and the Grand Forks Narcotics task Force. This JPA was an “Agreement for the Joint Exercise of Peace Officer Duties” which allowed officers of the involved agencies to exercise police powers in any of the involved jurisdictions. An off-shoot of this agreement was the beginning of a formal agreement between the agencies involved in the Grand Forks Regional Special Operations Group (Grand Forks Police Department, Grand Forks Sheriff’s Office and University of North Dakota Police Department) and the East Grand Forks Police Department, Crookston Police Department that would allow officers from our agencies to join the various teams of the Special Operations Group. In 2015 officers from our various agencies began working as auxiliary members (Limited authority and scope during callouts). Upon the execution of this JPA our officers will be eligible to become full-members of the various teams and participate fully in their various activities. The involved agencies had originally planned to have this JPA as an addendum to the JPA that had been enacted in August 2014 but over time it was determined that it was more appropriate to develop a stand-alone JPA for the Special Operations Group. This proposed JPA has been reviewed and approved by the attorneys representing each member agency.

Recommendation: It is my recommendation that the East Grand Forks City Council approve the “Special Operations Group Joint Powers Agreement” and authorize the officers of the East Grand Forks Police Department to become formal and full members of the Special Operations Group Teams.

Attachments: Special Operations Group Joint Powers Agreement

SPECIAL OPERATIONS GROUP JOINT POWERS AGREEMENT

This Agreement for the Joint Exercise of Police Powers is made and entered into by and between Grand Forks County, ND, acting by and through the Grand Forks County Sheriff's Department, the City of Grand Forks, ND, acting by and through the Grand Forks Police Department, the North Dakota State Board of Higher Education, acting by and through the University of North Dakota and the University of North Dakota Police Department, Polk County, MN, acting by and through the Polk County Sheriff's Department, the City of Crookston, MN, acting by and through the Crookston Police Department, and the City of East Grand Forks, MN, acting by and through the East Grand Forks Police Department.

Altru Health System of Grand Forks is not a party to this agreement. However, the parties to this agreement agree that members of Altru Health System may participate in Special Operations Group (SOG) activities, to include training, administrative functions and SOG activations for the specific purpose of providing emergency medical and other support as needed.

PURPOSE. The purpose of this Agreement is to grant the authority and set forth the conditions under which the participating agencies may exchange or provide personnel and equipment for the purpose of conducting or assisting in law enforcement and emergency response operations by establishment of a joint Special Operations Group.

AUTHORITY. Grand Forks County, ND, the City of Grand Forks, ND, the North Dakota State Board of Higher Education and the University of North Dakota enter into this Agreement pursuant to N.D.C.C. § 54-40.3-04. Polk County, MN, the City of Crookston, MN, and the City of East Grand Forks, MN enter into this Agreement pursuant to Minn. Stat. § 471.59.

WITNESSETH

WHEREAS, Any county, city, township, or other political subdivision of North Dakota may, upon approval of its governing body, enter into an agreement with any other political subdivision of North Dakota, any agency, board, or institution of the State of North Dakota, or any other political subdivision of another state for the joint exercise of police powers in accordance with N.D.C.C. ch. 54-40.3 and § 54-40.3-04, and Minn. Stat. § 471.59; and

WHEREAS, the parties to this Agreement confront threats to public health and safety, including criminal activity and natural or manmade emergencies or disasters; and

WHEREAS, the parties to this Agreement individually do not possess all of the necessary resources to cope with every possible incident, crime, emergency or disaster by itself, and an effective, efficient response can best be achieved by the joint exercise of police powers between the parties to this Agreement; and

WHEREAS, the parties to this Agreement have determined it is in the best interest of all parties to this agreement to jointly exercise police powers and to share or lend resources necessary to assist each party's law enforcement agency.

NOW, THEREFORE, it is hereby agreed by and between each and all of the parties hereto as follows:

I. PURPOSE. The purpose of this Agreement is to provide for the joint exercise of police powers and emergency response by the City of Grand Forks, North Dakota, the County of Grand Forks, North Dakota, the North Dakota Board of Higher Education and the University of North Dakota, the cities of Crookston and East Grand Forks, Minnesota, and the County of Polk, Minnesota to provide law enforcement and emergency assistance to each other under circumstances in which a need for law enforcement or emergency assistance exists which cannot be met with available personnel or other resources.

II. DEFINITIONS. The terms as used in this Agreement have the following definitions:

- A. Agency:** means a criminal justice agency from the state of North Dakota or the state of Minnesota participating in this agreement.
- B. Agreement:** means this agreement for the Joint Exercise of Police Powers which sets forth the services provided as well as the terms and conditions under which the services are provided and includes exhibits, addendums and any renewals or attachments.
- C. Authorized Representative:** The Chief Law Enforcement Officer, or designee, of a participating criminal justice agency to this agreement, who has authorization to request or provide peace officer assistance under the terms of this agreement.
- D. Assisting Agency.** An agency participating in this agreement that provides manpower, equipment, facilities and resources to a participating agency from another jurisdiction that has requested assistance under the terms of this agreement.
- E. Emergency:** Any incident(s), human-caused or natural, that requires responsive action to save lives; protect property and public health and safety; or to lessen or avert the threat to public safety and which is beyond the capacity of an individual agency to effectively control.
- F. Incident Commander:** The official or designee, of a participating agency responsible for overseeing a request for assistance under this agreement.
- G. Requesting Agency:** An agency participating in this Agreement that has requested assistance from another agency participating in this agreement.

III. SCOPE. The identified participating agencies find it mutually beneficial to actively participate and field a joint Regional Special Operations Group. The participating agencies agree to provide personnel, resources and supervision to maintain the operational readiness of the Grand Forks Regional Special Operations Group. The Grand Forks Regional SOG is a Special Operations Group consisting of six operational teams or units who fall under the supervision and control of the Grand Forks Regional SOG Executive Board of Authority and their appointed SOG Commander(s). For purposes of this section, “High Risk” refers to potential threats of death or serious bodily injury or great bodily harm to person(s) including law enforcement. The six operational SOG Teams are as follows:

- A. Special Weapons and Tactics (SWAT) Team** – Responsible for regional response to law enforcement related “high risk” events requiring specialized equipment, resources or training in order to safely contain and resolve such events.
- B. Crisis Negotiations Team (CNT)** – Responsible for regional response to law enforcement related “high risk” events requiring specialized equipment, resources or training in order to safely resolve these events primarily through communicative methods.
- C. Bomb Team** – Responsible for regional response to law enforcement related “high risk” events requiring specialized equipment, resources or training in order to safely resolve events including, but not limited to, incidents involving explosives, hazardous materials, energetic materials or chemical, biological, or nuclear materials.
- D. Tactical Emergency Medical Services (TEMS) Team** – Responsible for regional response to law enforcement related “high risk” events requiring specialized equipment, resources or training in order to safely render emergency medical care to all persons involved.
- E. Water Operations Team** – Responsible for regional response to water related events requiring specialized equipment, resources or training in order to maintain safety and/or perform rescue/recovery operations as required.
- F. Unmanned Aircraft Systems (UAS) Team** – Responsible for regional response to aerial related events requiring specialized equipment, resources or training to perform search, surveillance, rescue or evidentiary operations as required.

IV. SOG EXECUTIVE BOARD OF AUTHORITY. The participating agencies hereby establish a joint board responsible for administering the Grand Forks Regional Special Operations Group. This joint board shall be known as the “SOG Executive Board of Authority,” or such other name as is agreed upon by the voting members. Membership of the joint board shall consist of an appointed voting member from each of the governing bodies of all parties to this Agreement with membership on SOG Teams. **The**

board, at its discretion, may allow a voting member from Altru Health System to participate on the board. Appointed members shall serve upon the joint board at the pleasure of the appointing authority from each of the governing bodies participating in this agreement and may be removed at any time. A chairperson shall be selected from the serving members of the joint board and may serve in that position at the discretion of the joint board membership. SOG Commander(s) may attend board meetings at the discretion of the board but shall not be voting board members. The joint board shall meet as needed, but no less than annually. The joint board shall have the following powers:

- A. To appoint a SOG Commander(s) who shall exercise operational control of the Grand Forks Regional SOG, or a portion thereof, subject to Joint Board of Authority approval.
- B. Within the limits of authorized budgets, construct, equip, train, maintain and manage the Grand Forks Regional SOG.
- C. To authorize the purchase of and to sell such supplies, equipment and other property as may be necessary for the operation of the Grand Forks Regional SOG.
- D. To establish staffing parameters to include quantity, qualifications, selection and training criteria of personnel and such other individuals each participating agency shall commit to the Grand Forks Regional SOG.
- E. To execute such contracts for management and operation of the Grand Forks Regional SOG including contracts or agreements with other SOG organizations.
- F. To apply for and accept grants from any public or private entities.
- G. To acquire, by purchase, gift, devise, lease or otherwise, any and all joint property that may be necessary to provide sufficient services to the participating agencies.
- H. To establish rules and regulations for the maintenance and operation of the Grand Forks Regional SOG, including the determination of financial contributions of each entity in compliance with N.D.C.C. §54-40.3-04 and Minn. Stat. §471.59.
- I. To appoint and make use of subcommittees to assist the board in carrying out its powers and authority.

V. POWERS. In exercising the foregoing powers, the joint board does not have authority to bind a participating agency to financial obligations in amounts that exceed a participating agency's appropriations, as approved by the representing governing body of each participating agency.

VI. ADDITIONAL FUNDING SOURCES. Applications for federal or state aid, as well as funds from other public and private sources may be applied for in the name of any of the participating agencies provided that the other participating agencies agree to the same. It is the intent of this paragraph that the participating agencies agree upon the most simple and expeditious process in applying for said funds.

VII. MEMBERSHIP AND CHAIN OF COMMAND. The SOG Executive Board of Authority will appoint a SOG Commander(s) to oversee all, or portions of the SOG Teams. The SOG Commander(s) is responsible for the day-to-day management of all SOG Teams under their command. These responsibilities include, but are not limited to, safety, training, equipment procurement, team member selection and certifications and operational control and oversight. The SOG Commander(s) shall report to the SOG Executive Board of Authority by established chain of command within that Commander's employing agency.

Each SOG Team will employ at a minimum, a Team Leader who shall be selected by established written team Standard Operating Procedures (SOPs). Each Team Leader(s) must be approved by the respective SOG Commander and SOG Executive Board of Authority. Team Leaders are responsible for the day-to-day operations of their specific team. These responsibilities include, but are not limited to, safety, training, equipment procurement, team member selection and certifications and operational control and oversight. The Team Leader(s) shall report directly to their respective SOG Commander.

Each SOG Team will employ various other team members with specific tasks, duties and responsibilities as assigned. All SOG Team Members shall be selected by established written team SOPs. Each team member selected must be approved by their respective SOG Team Leader(s), SOG Commander and SOG Executive Authority Board. All SOG Team Members shall report directly to their respective SOG Team Leader(s).

Auxiliary Team Members may be assigned to various SOG Teams with approval of the SOG Executive Board of Authority, SOG Commander and the SOG Team Leader(s). Auxiliary members are generally not fully trained, certified or equipped in order to safely participate in an activation of the team or certain training scenarios. Auxiliary members may be allowed limited participation in certain training scenarios and activations based upon their specific training, certification level, equipment and experience. Such participation must be approved by the team member's participating agency, SOG Commander and SOG Team Leader(s).

VIII. STANDARD OPERATING PROCEDURES (SOPS). Each SOG Team will operate based upon written Standard Operating Procedures. All SOPs will be reviewed and approved by the SOG Team Leader(s), SOG Commander and SOG Executive Board of Authority. All SOPs will minimally address team safety procedures, member selection, removal and certifications, training, equipment, and operational procedures. All SOG Members will be governed by their respective SOG SOPs and respective agency

policies.

IX. INCIDENT COMMAND. Overall incident command at any specific team activation will be the responsibility of the senior law enforcement official or designee of the law enforcement agency with lawful jurisdiction over the incident. The SOG Commander(s) or their designee will report and shall work under the direction to the designated Incident Commander or Unified Command structure and shall follow their direction. The SOG Commander(s) or their designee shall evaluate the situation and provide resources and resolution options to the Incident Commander as appropriate. The Incident Commander will have final authority on the operational use of the various SOG Teams within reason and safety. The SOG Commander or their designee will retain direct control over deployed SOG Teams. No SOG Team shall be compelled to perform actions which are deemed unsafe or unreasonable given the circumstances, or which the team is insufficiently staffed, trained or equipped to perform.

X. TRAINING. The SOG Executive Board of Authority shall establish basic, specialized and on-going training standards and certifications for the various SOG Teams and associated members. Once established, these training standards and certifications shall be identified in SOP. All costs associated with any required training will be the responsibility of the participating agency employing the team member unless specific agreements are otherwise made or decisions authorized by the SOG Executive Board of Authority.

XI. PERSONAL EQUIPMENT. The SOG Executive Board of Authority shall identify personal equipment necessary for the safe function and operation of all SOG Members. All personal equipment shall meet uniform and safety requirements commensurate with the duties and tasks assigned to each SOG Member. All personal equipment deemed necessary shall be properly inventoried and identified in SOP. All costs associated with any required personal equipment will be the responsibility of the participating agency employing the team member unless specific agreements are otherwise made or decisions authorized by the SOG Executive Board of Authority.

XII. JOINT EQUIPMENT AND SHARED COSTS. Participating agencies possessing equipment that may be beneficial for deployment or use by any SOG Team should consider allowing shared use of that equipment by the various SOG Teams. Equipment originally purchased or acquired by any participating agency to this agreement will remain the exclusive property of that party. Any such property that is damaged or destroyed during training or team activations will be the responsibility of the participating agency owning that equipment and/or its insurer. Examples of jointly shared equipment that may be solely owned are SWAT Command Vehicles, Bearcat, CNT Vehicles, Bomb Vehicles, Robots, Ambulances, All Terrain or Utility Vehicles, etc.

Joint equipment may be purchased with funds allocated proportionally by the participating agencies party to this agreement, including Altru Health System. In such cases, each participating agency will be responsible for funding of the joint equipment based upon their proportional (percentage) involvement in the specific SOG Team

purchasing equipment. All joint equipment that will be purchased or otherwise acquired through shared costs by the participating agencies to this agreement, shall first be approved by the SOG Executive Board of Authority. The SOG Executive Board of Authority and/or its individual insurers are responsible for any subsequent repair or replacement of any joint equipment purchased with funds allocated proportionally by the participating agencies which may be damaged or destroyed during training or activations. In the event a party to this agreement withdraws from this agreement and has contributed to the purchase of any joint equipment, the SOG Executive Board of Authority shall make fair and equitable pro-rated reimbursement to the withdrawing agency based upon the original proportionate payment and the present fair market value of the equipment. All Joint equipment shall be properly inventoried by respective SOG Teams. Examples of jointly purchased equipment may be ammunition, chemical munitions, explosives, etc.

XIII. EMPLOYMENT STATUS AND REIMBURSEMENT. SOG personnel shall at all times, continue to be employees of their respective appointed agencies, including such times as providing service to the SOG. All SOG personnel shall be compensated as provided by the policies and procedures of their respective employing agency, including all time spent during activations and training. Except as otherwise provided herein, no reimbursement shall be made by or to any of the parties hereto nor by the SOG for wages, salaries, fringe benefits or overtime payments. In the event reimbursement of personnel, equipment, travel, or other expenses becomes available from outside entities such as the North Dakota Special Operations Committee (ND SOC), the SOG Commander(s) will seek such reimbursement and upon receipt, will distribute the reimbursement based upon this agreement and each agency's contribution of personnel, equipment and supplies.

XIV. REQUEST AND ASSISTANCE.

- A.** Each party agrees that in the event of a request for assistance from a requesting agency, the assisting agency will furnish available personnel, equipment, facilities, or services, provided that the assistance will not unreasonably diminish the assisting agency's capacity to provide services within its own jurisdiction.

- B.** In order to request assistance under this Agreement, the Authorized Representative from the requesting agency shall contact the Authorized Representative of the assisting agency by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for assistance must include a statement of the amount and type of equipment and personnel requested, and shall specify the location where the equipment and personnel are to be dispatched. The assisting agency may request information from the requesting agency necessary to confirm the nature of the request and to assess the types and amount of assistance it is able to provide to the requesting agency. In the event a request for assistance is made under this agreement, communications must be established between the requesting and assisting agencies, when possible, through the use of a locally

established communications plan, by utilization of the statewide frequency management interoperability plan or other shared communication system.

- C. All personnel from assisting agencies shall report to and shall work under the direction of the designated incident commander or unified command structure. Personnel from either the requesting or the assisting agencies may receive supervision from any command personnel from the combined participating agencies if authorized by the incident commander or designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. **SOG Teams once authorized to undertake assignments, shall operate under the direction of the designated Incident Commander and identified SOG Chain of Command.** The assisting agency may withdraw its personnel and equipment when it is deemed to be in the best interest of the assisting agency and following notice provided to the requesting agency of the intended action as noted in Section XV, Subsection G below.
- D. A peace officer acting under this agreement must be licensed or certified as a peace officer by the peace officer's respective licensing, or certifying authority. A peace officer acting under this agreement has full peace officer authority in any jurisdiction that is a party to the agreement.
- E. Assisting agency personnel and equipment shall be released by the requesting agency when the resources of the assisting agency are no longer needed. The assisting agency may also withdraw its personnel and equipment when it is deemed to be in the best interest of the assisting agency and following notice provided to the requesting agency of the intended action. The assisting agency may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting agency.
- F. The requesting agencies agree to reimburse assisting agencies for the actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in this agreement or addendum to this agreement. The assisting agency(ies) may waive all or any part of the payment for costs at its (their) sole discretion depending on the reasonable value of the resources committed and the length of the deployment. Funding sources associated with this agreement may include any or all combinations of federal, state, local and private funding. The participating agencies understand federal reimbursement is contingent upon policy and practice and availability. If participating agencies routinely waive response costs, the costs normally acceptable for federal reimbursement may be ineligible. All reimbursement requires proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the assisting agency.

G. In the event that any assets are seized and forfeited, assets seized in North Dakota will be forfeited to the North Dakota participating agencies, and assets seized in Minnesota will be forfeited to the Minnesota participating agencies.

H. Worker's Compensation and Liability:

1) Workers' Compensation Coverage: Each participating agency shall be responsible for its own actions and those of its employees and is responsible for complying with the rules established within the State of residence of the participating agency.

2) Automobile Liability Coverage: Each participating agency is responsible for its own actions and is responsible for complying with the motor vehicle financial responsibility laws of the State of the participating agency. Each participating agency agrees to obtain automobile liability coverage with at least a \$100,000.00 per person and \$300,000.00 per occurrence limit and coverage extended to owned, non- owned, and hired vehicles. It is understood that the participating agency may include in the emergency response, volunteer agencies or individuals that have motor vehicles titled in the name of the volunteer agency or individual. It is the responsibility of participating agency to determine if the volunteer agency or individual has automobile liability coverage as outlined in this section.

3) General Liability, Public Officials Liability, and Law Enforcement Liability:

a. For the purposes of the Minnesota Municipal Tort Liability Act, Minnesota Statutes, Section 466 and North Dakota Century Code chapter 32-12.1 Governmental Liability, and the North Dakota Risk Management Fund, chapter 32-12.2, the peace officers of the assisting agency are employees as defined in Minn. Stat. § 466.01 (6) and N.D.C.C. §§ 32-12.1-02(3) and 32-12.2-018) of the requesting agency.

b. Each participating agency is responsible for its own acts and agrees to assume its own liability for those acts and consequences. The liability of any participating North Dakota state agency is governed by N.D.C.C. ch. 32- 12.2, and the liability of any North Dakota political subdivision's participating criminal justice agency is governed by N.D.C.C. ch. 32-12.1. The liability of any Minnesota municipality participating criminal justice agency is governed by Minnesota Statutes ch. 466.

c. Under no circumstances shall any participating agency be required to pay in excess of its statutory liability limits under North Dakota or Minnesota law.

d. Liability- Minnesota. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of a party

are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in Chapter 466 of the Minnesota Statutes, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

- e. **Liability- North Dakota.** For the purposes of North Dakota's political subdivisions Tort Liability Act (N.D.C.C. ch. 32-12.1, and for Stat. Ch. 466), the employees and officers of a party are deemed to be employees (as defined in N.D.C.C. § 32-12.1-02(3) and N.D.C.C. § 32-12.2-01(8), respectively). Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in N.D.C.C. chapters 32-12.1 and 32-12.2 be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. chapters 32-12.1 and 32-12.2 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
- 4) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever here under for any cause whatsoever.
- I. Each participating agency shall develop and update on a regular basis a plan providing for the effective mobilization of its peace officers, resources and facilities.
- J. The participating agencies agree to meet on a regular basis to develop, review and modify as necessary all interagency assistance plans and the provisions of this Agreement. Any modifications or amendments must be approved under N.D.C.C. § 54-40.3-04, and Minn. Stat. § 471.59.

In order to maintain the efficient implementation of the Agreement, the Chief Authorized Representatives of participating agencies, or their designees, have the following responsibilities:

- 1) Attend regular meetings with participating agency representatives to formulate or revise tactical or emergency plans, share information, and assess the general law enforcement and emergency needs of the participating agencies under this agreement.

- 2) Provide information upon request to participating agencies concerning available manpower, equipment, facilities and specialized units.
- 3) Negotiate modifications to or renewal of the Agreement, subject to the requirements of N.D.C.C. ch. 54-40.3 and § 54-40.3-04, and Minn. Stat. § 471.59.
- 4) The costs of salaries or wages, pensions, relief and workers' compensation for loaned personnel resulting from activities performed under this agreement, shall be allocated according to the Agreement or addendum to it.

K. All funds and assets jointly owned at the time of termination of this agreement shall be distributed pro-rated to the agencies participating at the time of termination of the agreement.

XV. OTHER TERMS.

- A. Effective Date and Duration of Agreement.** This Agreement shall become effective when approved and executed by each of the participating criminal justice agencies to this Agreement and their respective governing bodies, and upon the determination of the legal sufficiency of this Joint Powers Agreement by the Office of North Dakota Attorney General in accordance with N.D.C.C. § 54-40.3-04. The Agreement shall remain in effect until participation in this Agreement is terminated by the mutual agreement of all participating agencies. Termination of participation in this Agreement by one or more participating agencies shall not affect the continued operation of this Agreement between the remaining participating criminal justice agencies. Any participating agency to this Agreement may terminate participation in this Agreement upon thirty days written notice addressed to the designated Chief Law Enforcement Officer of each of the other participating agencies under this Agreement. This Agreement is binding on future governing bodies and participating agencies unless affirmative measures have been taken to terminate the Agreement in accordance with this section.
- B. Nonexclusive.** Nothing within this Agreement shall prevent any participating agencies from entering into similar agreements with any other criminal justice agency.
- C. Merger.** This Agreement constitutes the entire agreement between the participating agencies. No waiver, consent, modification, or change of terms of this Agreement shall bind the participating agencies unless in writing and signed by the parties. Any waiver, consent, modification or change, if made, shall be effective only for the specific purposes given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by their signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and

conditions.

- D. Severability.** The participating agencies agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligation of the participating agencies shall be construed and enforced as if the Agreement did not contain the particular term or provision. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- E. Withdrawal of an Agency.** At the time of withdrawal any and all personal property used by the agencies to this agreement and owned by a one of the named agencies shall be returned to that agency upon its termination of participation or termination of the agreement.
- F. Addenda.** Any addendum is subject to the requirements of N.D.C.C. ch. 54-40.3 and § 54-40.3-04, and Minn. Stat. § 471.59.
- G. Notices.** Notices required to be provided under the terms of this Agreement shall be given by personal service or by enclosing the same in a sealed, envelope, postage prepaid, and depositing the same in the U.S. Postal Service, addressed to the attention of the Chief Law Enforcement Officer, or designee of the jurisdiction(s) party to the notice.
- H. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Request for Council Action

Date: February 3, 2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Chief Michael Hedlund

RE: Pine to Prairie Drug Task Force Joint Powers Agreement

Background: The Pine to Prairie Drug Task Force has been in place since 2008. This Task Force was initially made up of only three agencies – the East Grand Forks and Crookston Police Departments and the Polk County Sheriff’s Office. In 2015 the Task Force expanded to include three levels of membership and added full-time members from the Roseau County Sheriff’s Office, Pennington County Sheriff’s Office/Thief River Falls Police Department (one position shared), the United States Border Patrol (four positions) and the Department of Homeland Security Investigations Division (one position). These additions required an amendment to the original Task Force JPA. For 2016 we are adding two more full-time members with Lake of the Woods County and Norman County both providing a full-time officer to the Task Force. This change made a new amended JPA necessary. The final version of the new amended JPA, which has been approved by the Task Force Board, is attached.

Recommendation: It is my recommendation that the East Grand Forks City Council approve the “Pine to Prairie Drug Task Force Joint Powers Agreement”.

Attachments: Pine to Prairie Drug Task Force Joint Powers Agreement

**THIRD AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE
PINE TO PRAIRIE
DRUG AND VIOLENT CRIME TASK FORCE**

THIS SECOND AMENDED AND RESTATED AGREEMENT is made and entered into by the undersigned, who are units of government responsible for the enforcement of controlled substance, gang, and violent crime laws in their respective jurisdictions. This agreement is made pursuant to the authority conferred upon the parties by the laws of the State of Minnesota, including the Joint Exercises of Powers Act, Minn. Stat. 471.59.

WHEREAS, the Pine to Prairie Drug Task Force was organized and established by the County of Polk, the City of Crookston, and the City of East Grand Forks, pursuant to a Joint Powers Agreement (“Original Agreement”) in 2008; and

WHEREAS, from time to time, the Original Agreement was amended pursuant to its terms by agreement of the parties; and

WHEREAS, an Amended and Restated Pine to Prairie Drug Task Force Joint Powers Agreement (“Amended Agreement”) was approved by the parties in early 2014. The Amended Agreement incorporated all previously approved amendments to the Agreement and amended the Agreement to provide for participation by U.S. Customs and Border Protection as a non-voting member; and

WHEREAS, the undersigned parties desire to further amend and restate the Amended Agreement to change the name of the task force and to provide for enhanced participation of members to this agreement in the task force as stated below.

NOW, THEREFORE, the undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. Name.

1.1 The name of the joint powers entity created herein shall be the “Pine to Prairie Drug Task Force” (hereinafter “PTPDTF”).

2. General Purpose.

2.1 The purpose of this Agreement is to establish an organization to coordinate efforts to investigate, apprehend, and prosecute drug, gang, and violent crime offenders. The PTPDTF shall seek to target felonies that have the likelihood of being related to the distribution of narcotics, gang activity, violent crimes, and/or other cases that have multi-jurisdictional impact.

3. Members.

3.1 The Members of this Agreement shall consist of the following units of government:

The City of Crookston (Full member);
The City of East Grand Forks (Full member);

The County of Polk (Full member);
The County of Roseau (Full Member)
The County of Pennington and the City of Thief River Falls (Full Member - Combined);
The County of Norman (Full Member);
The County of Lake of the Woods (Full Member)
The City of Ada (Associate Member);
The County of Red Lake (Associate Member);
The County of Marshall (Liaison Member);
The County of Kittson (Liaison Member);
U.S. Customs and Border Protection and Homeland Security Investigations (non-voting, Full Member - Combined);

3.2 The Polk County Attorney's Office shall participate as the legal advisor to the PTPDTF. However, when necessary, each of the respective Members to this Agreement shall obtain legal advice from their respective County Attorneys on cases from their respective jurisdictions.

3.4 The Members to this Agreement shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree to act in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

3.5 Full, Associate, and Liaison Members. Each Member to the PTPDTF shall assign at least one experienced peace officer to serve as an Agent on the task force, subject to the provisions set forth below.

3.5.1 Full Members. Each Full Member shall assign a peace officer to be an Agent on the task force, and such assignment shall be the principal assignment of such peace officer.

3.5.2 Associate Members. Each Associate Member is not required to assign a peace officer as an Agent to the task force, but will participate in PTPDTF investigations, operations and activities on occasion. Participation in occasional task force investigations, operations and activities by peace officers from an Associate Member will be initiated by requests from full time PTPDTF Agents or by the initiation of cases by the Associate Member officers that require or would benefit from task force assistance or participation. Task force case participation by Associate Member peace officers is contingent upon the Associate Member agency's supervisory notification and approval, if possible under the circumstances.

3.5.2.1 The following Associate Member agrees to contribute towards the annual budget of the PTPDTF, the following sum:

The County of Red Lake	\$5,000
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Such funds shall be used by the PTPDTF for buy funds and

operational funds, as directed by the Governing Board.

3.5.2.2 The following Associate Member agrees to contribute the following sum to the Norman County Sheriff's Office to help fund Norman County's assigned Deputy to the PTPDTF:

The City of Ada \$10,000

3.5.3 Liaison Members. Each Liaison Member is not required to assign a peace officer as an Agent to the task force, but will participate in PTPDTF investigations, operations and activities on occasion. Participation in occasional task force activities by peace officers from a Liaison Member will be initiated by requests from full time PTPDTF Agents or by the initiation of cases by the Liaison Member officers that require or would benefit from task force assistance or participation. Task force case participation by Liaison Member peace officers is contingent upon the Liaison Member agency's supervisory notification and approval, if possible under the circumstances.

3.6 Peace officers, who are assigned by Associate or Liaison Members to participate in PTPDTF investigations and operations, shall report to the Task Force Commander or Team Leader(s) during the course of joint operations or investigations. During joint operations and investigations, the Task Force Commander or Team Leader(s) or designee shall update and coordinate with the Associate or Liaison Member officer's supervisor to ensure compliance with work standards and department policy.

3.7 Peace officers, who are assigned by Associate or Liaison Members to participate in PTPDTF investigations and operations, shall be trained in the established operational protocols and practices of the PTPDTF. Operations involving the use of PTPDTF confidential funds shall require involvement of a full time PTPDTF Agent. Use of PTPDTF equipment by Associate Member or Liaison Member officers is allowed after the officer is trained in the use of the equipment and is approved by the Task Force Commander or Supervisor.

4. Term of Agreement.

4.1 The term of this Agreement shall be for one (1) year, commencing January 1, 2016, and terminating on December 31, 2016, unless terminated earlier, pursuant to Section 12.1 of this Agreement.

4.2 The Members agree that this Agreement shall be automatically extended for successive one-year terms upon the same terms, conditions, and covenants, unless the PTPDTF is dissolved prior to expiration of the initial or successive term.

5. Coordinating Agency.

5.1 Unless otherwise provided by resolution of the Governing Board, the City of Crookston shall serve as the Coordinating Agency.

5.2 Acting on behalf of the PTPDTF and its members, the Coordinating Agency shall apply for state and/or federal funding through grant agreements with the Minnesota Department of Public Safety, Office of Justice Programs (OJP) the United States Department of Justice, Bureau of Justice Assistance, and/or any other sources of grant funding available to support the operations and expenses of the PTPDTF ("Grant Funds"). Unless otherwise designated by resolution of the Governing Board, the City of Crookston Chief of Police shall be the "authorized official" as defined in the general policies and procedures for applying for and accepting Grant Funds.

6. Governing Board.

6.1 Creation and Composition. A joint powers board, known as the PTPDTF Governing Board, is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Governing Board shall consist of not less than six members, nor more than 14 members, which shall include the chief law enforcement officer, or his/her designee, from each participating Full Member agency, an attorney from the Polk County Attorney's Office, and up to five additional members selected by the Governing Board. Board members shall not be deemed employees of the PTPDTF and shall not be compensated by it.

6.2 Officers.

6.2.1 At the first meeting of each year, the Governing Board shall elect from the persons representing Full Members a Chair, a Vice-Chair, and such other officers, if any, as it deems necessary to conduct its meetings and affairs. The prosecuting attorney shall not be eligible to serve as an officer of the Governing Board. Associate and Liaison Members shall not be entitled to representation on the Governing Board, but shall be entitled to attend meetings of the Governing Board and serve in an advisory role to the Governing Board.

6.2.2 The Governing Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member.

6.2.3 The Chair and any other officers so selected shall serve for a term of one (1) year or until the officer ceases to be a Governing Board member, whichever is shorter.

6.2.4 The Chair shall have no more power than any other member of the Governing Board, except that the Chair shall have the authority to do the following:

6.2.4.1 Give notice of any meetings when scheduled or otherwise called;

6.2.4.2 Call meetings to order and provide for their orderly and efficient conduct;

6.2.4.3 Provide for the preparation of minutes of all meetings; and

6.2.4.4 When authorized by the passage of a motion by the Governing Board, execute such contracts, agreements, reports, filings, and other documents as necessary on behalf of the PTPDTF.

6.3 Meetings.

6.3.1 The Governing Board shall meet at least quarterly and shall have such other special meetings at such times and places as Chair of the Governing Board shall determine. Special meetings may be held on three (3) days' notice by the Chair or any two (2) Governing Board members, except that a special meeting to consider adoption of or amendments to the Governing Board's operating rules pursuant to Section 6.2.2 shall require ten (10) days' notice. The presence of a majority of the duly appointed voting members of the Governing Board at a meeting shall constitute a quorum.

6.3.2 Each Governing Board member shall be entitled to one vote, with the exception of the member from U.S. Customs and Border Protection and Homeland Security Investigations, whose assigned Governing Board member shall act in an advisory capacity only. Proxy voting is not permitted. The Governing Board shall function by a majority vote of the board members present, except as provided herein.

6.3.2.1 An affirmative vote of at least two-thirds of the members shall be required to:

6.3.2.1.1 Approve or amend the budget;

6.3.2.1.2 Abolish or dissolve the PTPDTF; or

6.3.2.1.3 Designate a Coordinating Agency, pursuant to Section 5.

6.4 Duties and Powers.

6.4.1 The Governing Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Governing Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.4.2 The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and may enforce such contracts to the extent available in equity or at law. The Governing Board may authorize the Chair or Vice Chair of the Governing Board to execute those contracts.

6.4.3 The Governing Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the Members to this Agreement. Such disbursements shall be made through the Fiscal Agent approved by the Governing Board.

- 6.4.4 The Governing Board may apply for and accept gifts, grants or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes. The Governing Board may enter into any agreement in connection therewith, and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.4.5 The Governing Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.4.6 Other Conditions:¹ even though it may otherwise be stated herein, the PTPDTF, and each of its members, further agree as follows:
 - 6.4.6.1 The PTPDTF will meet and maintain the conditions of eligibility established as a part of the Request for Proposal that established funding for the grant funded project.
 - 6.4.6.2 The PTPDTF will be in compliance with the Open Meeting Law requirements contained in Minn. Stat., Chapter 13D.
 - 6.4.6.3 The PTPDTF will be subject to the operational command and supervision of one of the participating agencies.
 - 6.4.6.4 The PTPDTF will be subject to a biennial operational and financial audit contracted out to an external organization not associated with us and designed to ensure that our multijurisdictional entity and our designated fiscal agent are in compliance with applicable legal requirements, proper law enforcement standards and practices and effective financial controls.
 - 6.4.6.5 The PTPDTF will ensure that it has adequate staffing and funding to support law enforcement, prosecutorial and financial operations, including bookkeeping, evidence handling and inventory recording.
 - 6.4.6.6 The PTPDTF will process all seized cash, physical assets and evidence through the standard evidence handling procedures established by its policies and procedures or the policies and procedures of one or more of its Members.
 - 6.4.6.7. Officers participating in the PTPDTF shall be subject to annual performance reviews conducted by its operational supervisor.

¹ These conditions originally were agreed to and adopted by the Governing Board pursuant to a Resolution of the PTPDTF adopted October 14, 2010.

- 6.4.6.8. The PTPDTF governing board will require that the prosecutor on the governing board who shall: (1) Recommend to the governing board the nature and frequency of training for officers assigned to the PTPDTF in order to increase successful prosecutions; (2) Advise the PTPDTF on the lawful handling and processing of seized property and evidence and forfeited property and money; and (3) Ensure that seizures and forfeitures are reported in accordance with Minn. Stat. § 609.5315, subd. 6.
- 6.4.6.9 The fiscal agent appointed by the Governing Board shall be approved by the Department of Public Safety. The Governing Board will require the fiscal agent to adhere to these conditions.
- 6.4.7 From the full-time Agents assigned to the PTPDTF pursuant to Section 7, the Governing Board shall appoint a Task Force Commander, who shall be responsible for overseeing and coordinating the day-to-day operations of the PTPDTF, subject to the supervision and direction of the Governing Board. The Task Force Commander must be a full-time, licensed peace officer of a full Member of the PTPDTF. The Task Force Commander shall remain an employee of the Member that has assigned them to the PTPDTF. Such Task Force Commander shall perform duties in accordance with Section 8 herein.
- 6.4.8 The Governing Board shall formulate policies and procedures to govern the Task Force Commander and PTPDTF Agents. In the absence of PTPDTF policies and procedures, the Task Force Commander and the Agents shall be governed by the policies and procedures of the respective law enforcement agency of the Member that appointed them to the PTPDTF.
- 6.4.8 The Governing Board shall cause to be made an annual audit of the books and accounts of the PTPDTF and shall make and file a report to its members which includes the following information:
- 6.4.8.1 The financial condition of the PTPDTF;
 - 6.4.8.2 The business transacted by the PTPDTF; and
 - 6.4.8.3 Any other matters which affect the interests of the PTPDTF.
- 6.4.10 The PTPDTF's books, receipts, and records shall be open to inspection by its Members at all reasonable times.
- 6.4.11 The Governing Board may contract with any of its Members to take title to, hold, manage and convey real and/or personal property obtained by the PTPDTF as a result of civil asset forfeiture proceedings.

6.4.12 The Governing Board may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in Section 12.2 of this Agreement.

7. Duties of Task Force Members.

7.1 Each Full Member shall assign one experienced, licensed peace officer to serve as Agents for the PTPDTF as follows:

City of Crookston	1 Full Time Equivalent (FTE)
City of East Grand Forks	1 FTE
County of Polk	1 FTE
County of Pennington & City of Thief River Falls (combined)	1 FTE
County of Roseau	1 FTE
County of Norman	1 FTE
County of Lake of the Woods	1 FTE
U.S. Customs and Border Protection	4 FTEs
Homeland Security Investigations	<u>1 FTE</u>
Total:	12 FTEs

7.2 Agents assigned to the PTPDTF will be responsible for drug investigation, including but not limited to intelligence gathering and management, case development, and referrals of investigations for prosecution. Agents may also assist other law enforcement agencies in surveillance and undercover operations. Agents will work cooperatively with law enforcement officers from the Members and will work cooperatively with other federal, state, and local law enforcement agencies, as directed by the Task Force Commander.

7.3 Agents assigned to the PTPDTF will be supervised by the Task Force Commander or, in his/her absence, by a Team Leader or such other agent assigned by the Task Force Commander to act in his/her behalf.

7.3.1 From Agents assigned by Members, one or more Team Leaders may be appointed by the Governing Board, with the concurrence of the Agent's member agency, to serve at the pleasure of the Governing Board. Team Leaders so appointed shall act in the absence of the Task Force Commander and will have the duties, responsibility, and authority of the Task Force Commander during the time the Task Force Commander is absent.

7.3.1.1 The duties, responsibilities, and authority of the Team Leader(s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in Section 8 herein. If there is more than one Team Leader, the Task Force Commander will assign one of the Team Leaders to act as Task Force Commander while the Task Force Commander is absent.

7.4 Agents will maintain compliance with the policies and procedures of the PTPDTF, and in the absence of a PTPDTF policy or procedures, Agents shall maintain compliance with the applicable policy or procedure, if any, of his/her

appointing Member.

- 7.5 Agents will adhere to all laws of the State of Minnesota and the United States of America.
- 7.6 Unless otherwise agreed to by the Governing Board, the Member appointing an Agent to the PTPDTF shall furnish the Agent with a weapon and a vehicle, and the Member shall pay any lease payments, insurance, maintenance and operating costs for said vehicle. Further, unless otherwise agreed to by the Governing Board, the Member appointing the Agent shall pay all expenses associated with tuition, travel, lodging and meals incurred on behalf of said Agent.
- 7.7 Agents assigned by the Members shall not be employees of the PTPDTF. Agents shall remain the employees of the Member that has assigned them to the task force and shall be compensated by that Member, except as otherwise provided herein.
 - 7.7.1 Grant Funds will be utilized to ensure that PTPDTF operations are properly funded, including but not limited to the funding of office supplies, support staff salary, cellular telephones and service, liability insurance, training, and confidential funds. The Members agree that remaining Grant Funds will be divided equally among its Full Member agencies for reimbursement of the Full Member assigned agent's salary (excluding benefits).²
- 7.8 During the term of this Agreement, the Members agree to maintain the law enforcement officer position assigned to the PTPDTF and shall maintain the FTE staffing assigned to the Task Force as shown in Section 7.1.

8. Task Force Commander.

- 8.1 The Task Force Commander shall serve at the pleasure of the Governing Board and shall be in charge of the day-to-day operation of the PTPDTF, including supervising the task force's assigned personnel, subject to direction received from the Governing Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management and intelligence management.
- 8.2 The Task Force Commander will be responsible to keep the Governing Board updated as to the task force's activity, which would include major case development within Member jurisdictions.
- 8.3 The Task Force Commander will supervise the drafting and, when possible, the execution of all search warrants initiated by the PTPDTF and will work cooperatively with the agencies with venue over the case.
- 8.4 The Task Force Commander will be responsible for all buy fund monies and petty cash funds, if any is provided for by resolution of the Governing Board, and will provide the Governing Board with a monthly accounting of all funds disbursed and a written summary of activity involving task for buy money and

² The Members understand and agree that the amount of reimbursement to Full Member agencies will be equivalent to approximately one-half of their assigned agent's salary, excluding benefits and overtime.

funds.

- 8.5 The Task Force Commander shall be responsible to coordinate annual leave (vacation) of all Agents under his supervision, in accordance with any bargaining agreement, policy, and guidelines of the Agent's respective appointing Member.
- 8.6 The Task Force Commander shall immediately notify the chair of the Governing Board and all other members of the Governing Board on any misconduct by Agents under his/her supervision. Such misconduct shall include, but not be limited to, the following: commission of a criminal offense; neglect of duty; violation of PTPDTF policies, rules or procedures, or the policies, rules, and procedures of the respective appointing Member; and conduct that tends to reflect unfavorably upon the PTPDTF or any Member.
- 8.7 The Task Force Commander shall coordinate intelligence among the Members and between the PTPDTF and other local, state, and federal law enforcement agencies.

9. Budgeting and Funding.

- 9.1 The Members intend to fund the cost of operation of the PTPDTF from grant funds and matching funds and/or contributions from the member cities and counties, from the proceeds of forfeiture actions, and from restitution.
- 9.2 The Governing Board shall adopt a budget based upon grant funds, member matching funds and/or contributions, and money made available from other sources. The Governing Board may amend the budget from time to time as provided herein.
- 9.3 The Governing Board shall appoint one of its Members to serve as Fiscal Agent to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the PTPDTF. Such services shall include, but not be limited to:
 - 9.3.1 Management of all PTPDTF funds, including member contributions and grant monies;
 - 9.3.2 Management and tracking of forfeiture assets and proceeds;
 - 9.3.3 Timely payment of any contracted services; and
 - 9.3.4 Maintenance of all relevant bookkeeping and recordkeeping.
- 9.4 No payment on any invoice for services performed by any person providing services or supplying goods to the PTPDTF in connection with this Agreement shall be authorized unless approved by the Chair or Vice Chair of the Governing Board.
- 9.5 The Members agree to contribute their grant funds and required matching funds/contributions, if any, to operate the PTPDTF.
- 9.6 All funds shall be accounted for according to generally accepted accounting

principles. The Fiscal Agent shall make a monthly financial report of all expenditures and receipts, and current fund balances to the Board.

- 9.7 The Governing Board may not incur debts and may not incur obligations or approve contracts which will require expenditure of funds in excess of funds available to the PTPDTF.
- 9.8 The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

10. Seizures, Forfeitures, and Restitution.

- 10.1 Cash, property, and other items that are seized and thereafter forfeited pursuant to the operations or efforts of the PTPDTF under this Agreement shall be used to support PTPDTF efforts. Additionally, the Members agree that any and all forfeitures of cash, property, and other items, resulting from cases where felony-level drug charges are filed, shall be paid to and/or the property of the PTPDTF, to be used to support PTPDTF efforts.
- 10.2 All money and property that is obtained as a result of PTPDTF efforts and operations shall be forfeited by the Member agency originating the specific case. Forfeitures so initiated shall be cleared through the respective Member's prosecuting authority. Forfeited monies or property shall be distributed in the manner consistent with applicable statutes of the State of Minnesota. Unless otherwise agreed to by a unanimous vote of the Governing Board, the portion of forfeiture proceeds inuring to Members under the applicable law shall be used for the benefit of PTPDTF as provided below.
 - 10.2.1 If the felony-level drug charge is the result of a case initiated by a licensed peace officer who is not a PTPDTF assigned Agent, and the case involved one or more PTPDTF assigned Agents in any way, then the Members agree that fifteen percent (15%) of any net forfeiture proceeds, which are disbursed to the "appropriate agency," pursuant to Minn. Stat. § 609.5315, Subd. 5, shall be disbursed to the Member whose officer initiated the case, and the remainder of the net proceeds shall be disbursed to the PTPDTF.
 - 10.2.2 If the felony-level drug charge is the result of a case initiated by a licensed peace officer who is not a PTPDTF assigned Agent, and the case did not involve any PTPDTF assigned Agents, then the Members agree that that twenty-five percent (25%) of any net forfeiture proceeds, which are disbursed to the "appropriate agency," pursuant to Minn. Stat. § 609.5315, Subd. 5, shall be paid to the Member whose officer initiated the case, and the remainder of the net proceeds shall be disbursed to the PTPDTF.
- 10.3 Forfeiture proceeds hereunder shall be deposited into a PTPDTF forfeited funds account to be maintained by the Coordinating Agency. In the case of Federal forfeiture actions, established Federal Rules shall be followed. Fine or restitution monies ordered paid to the PTPDTF by court order may be used to offset equipment or operating costs of the PTPDTF which are not funded by grant or matching monies, subject to compliance with applicable laws.
- 10.4 If expenses from a forfeiture exceed the sale proceeds, the Governing Board

shall provide for reimbursement from other funds of the PTPDTF.

- 10.5 The use and disbursement of all cash and/or property forfeited to the PTPDTF pursuant to this Agreement shall be in accordance with Minnesota law and must be approved by the Governing Board. Any disputes on disbursement of funds will be decided by the Governing Board.

11. Insurance and Indemnification.

11.1 Insurance.

- 11.1.1 The PTPDTF will maintain liability coverage with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms.
- 11.1.2 Alternatively, the PTPDTF may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability (CGL) and law enforcement liability. Such private liability insurance policies must comply with the following requirements:
- 11.1.2.1 Each policy shall have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
- 11.1.2.2 The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- 11.1.2.3 Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from PTPDTF activities or operations.
- 11.1.3 Each Member agrees to procure and maintain insurance for auto liability and damage to or loss of property with respect to any automobile(s) and/or property/equipment supplied by the Member for PTPDTF efforts. Each member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the PTPDTF or any other Member for damages to or loss of its equipment arising out of participation in or assistance with PTPDTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members, or its officers, employees, and/or volunteers.
- 11.1.4 Each Member shall be responsible for injuries to or death of its own personnel, including those assigned to the PTPDTF. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the PTPDTF or are otherwise participating in or assisting with PTPDTF operations or activities. Each Member waives the right to, and agrees that it will not, bring any claim or

suit against the PTPDTF or any of its Members for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with PTPDTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.

11.1.5 All insurance policies and certificates required under this agreement shall be open to inspection by any member and copies of the policies of certificates shall be submitted to a member upon written request.

11.1.6 Any excess or uninsured liability of the PTPDTF shall be borne equally by all of the Members, but this does not include the liability of any individual officer, employee, or volunteer that which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

11.2 Indemnity.

11.2.1 The PTPDTF agrees to defend and indemnify the Members for any and all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of its employees assigned to the PTPDTF for claims arising from PTPDTF activities or operations and decisions of the Governing Board.

11.2.2 The Agreement to indemnify and hold harmless provided herein does not constitute a waiver by any Member of limitations on liability provided by Minnesota Statutes, Chapter 466. Under no circumstances shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

11.2.3 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

12. Termination / Withdrawal.

12.1 Termination. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

12.1.1 When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;

12.1.2 When necessitated based upon the failure to obtain the necessary grant funding from the State of Minnesota and/or the United States federal government and/or Member agencies and other local sources of funding; or

12.1.3 When two-thirds of the Members agree by resolution to terminate the agreement upon a date certain.

12.2 Effect of Termination. Upon termination of this Agreement, the Governing Board shall provide for the distribution of all PTPDTF funds and assets in the following manner:

12.2.1 The Governing Board may determine to sell and liquidate any and all non-monetary assets prior to distribution.

12.2.2 Any and all personal property used by the PTPDTF and owned by a Member shall be returned to that Member upon dissolution of the PTPDTF.

12.2.3 All remaining funds and assets shall be distributed to the Members in proportion to the full-time equivalent (FTE) contributions of each Member to the PTPDTF. Only Members who have been a member of the PTPDTF continuously for 24 months immediately preceding dissolution shall be entitled to a share in the distribution.

12.3 Withdrawal.

12.3.1 Any Member may withdraw from this Agreement upon six months' written notice to the Governing Board.

12.3.2 Withdrawal shall not act to discharge any liability incurred by the Member prior to withdrawal. Such liability shall continue until discharged by law or agreement of the remaining Members.

12.3.3 If a Member withdraws from the PTPDTF, and the remaining Members decide to continue the operations of the PTPDTF under the terms of this Agreement, including any amendment(s) thereto, the withdrawing Member shall not be entitled to the distribution of any assets or funds under Section 12.2, above, except as provided by Section 12.2.2.

12.3.4 In the event of withdrawal by any Member, this Agreement shall remain in full force and effect as to all remaining Members.

13. Modification of Agreement.

13.1 Any alterations, modifications, or amendments of the provisions of this Agreement shall only be valid if they have been reduced to writing and duly approved and signed by all of the Members.

14. Counterparts.

14.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held January 21, 2016 at 5:00 P.M.

Present: Loven, Quirk, Grinde, Tweten

It was moved by Commissioner Tweten seconded by Commissioner Quirk that the minutes of the previous meeting of January 7, 2016 be approved as read.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$2,689,085.79.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Tweten to approve a quote from Electric Pump for \$6,621 to replace the water plant sludge pump.

Voting Aye: Loven, Quirk, Grinde, Tweten

Abstain: Ogden

It was moved by Commissioner Quirk seconded by Commissioner Grinde to declare the Kyocera printer and IBM 6400 printer in the business office as surplus.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve the satisfactory completion of the six month probationary period and corresponding pay increase for Todd Grabanski as Distribution System Foreman.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to post internally for the accountant position.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

The above motion was tabled for further discussion.

It was moved by Commissioner Quirk seconded by Commissioner Grinde to adjourn to the next regular meeting on February 4, 2016 at 5:00 P.M.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

Lori Maloney
Sec'y

**APPROVED MINUTES OF THE ORGANIZATIONAL MEETING OF THE BOARD
MEMBERS OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY
(EDA)**

An Organizational meeting of the Board Members of the East Grand Forks Economic Development Authority was held at 3:30 pm on January 19, 2016, in the East Grand Forks City Hall Training Room, on the first floor in the South Wing, East Grand Forks, MN.

1. Roll Call:

Meeting was called to order by President Hecht at 3:30 pm.

EDA Board present at roll, President Hecht, Board Members Josh Grinde, Chad Grassel, and Ralph Messelt.

Absent: Board Member Mike Pokrzywinski, George Wogaman

Staff present: Paul Gorte, Economic Development Director; Brenda Ault, Executive Assistant; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Karla Anderson, Finance Director.

Also Present: Daniel Black, John Hageman, GF Herald

Roll Call: President Hecht determined a quorum was present.

2. Election of Officers

A. President

ED Gorte asked for a nomination for Board President. Board member Grassel nominated Justin Hecht. The nomination was seconded by Board member Grinde. There were no other nominations for President.

Close of Nominations

A motion was made by Board member Grassel, seconded by Board member Grinde, to elect Justin Hecht to be the EDA Board President. M/S/P-Grassel, Grinde; 4-0, mc.

ED Gorte turned the meeting over to the President.

B. Vice-President

President Hecht asked for nominations for Vice-President. Board member Grinde nominated Ralph Messelt. The nomination was seconded by President Hecht. There were no other nominations for Vice President.

Close of Nominations

January 19, 2016

MINUTES OF THE ORGANIZATIONAL MEETING OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY (EDA) (continued)

A motion was made by Board member Grinde, seconded by President Hecht, to elect Ralph Messelt to be the EDA Board Vice President. M/S/P- Grinde, Hecht; 4-0, mc.

C. Treasurer

President Hecht asked for nominations for Treasurer. Board member Grassel nominated Josh Grinde. The nomination was seconded by President Hecht. There were no other nominations for Treasurer.

Close of Nominations

A motion was made by Board member Grassel, seconded by President Hecht, to elect Josh Grinde to be the EDA Board Treasurer. M/S/P- Grassel, Hecht; 4-0, mc.

D. Assistant Treasurer

FD Anderson informed the Board that they would not need to vote on this position, because the position was in the Board by-laws, as the Finance Director.

E. Secretary

President Hecht asked for nominations for Secretary. Board member Grassel nominated EA Brenda Ault. The nomination was seconded by Board member Grinde. There were no other nominations for Secretary.

Close of Nominations

A motion was made by Board member Grassel, seconded by Board member Grinde, to elect Brenda Ault to be the EDA Board Secretary. M/S/P- Grassel, Grinde; 4-0, mc.

3. Adjournment

The meeting was adjourned at 3:43 pm.

Respectfully Submitted,
Brenda Ault
Executive Assistant

APPROVED MINUTES OF THE REGULAR MEETING OF THE BOARD MEMBERS OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY (EDA)

A regular meeting of the Board Members of the East Grand Forks Economic Development Authority was held at 3:30 pm on January 19, 2016, in the East Grand Forks City Hall Training Room, on the first floor in the South Wing, East Grand Forks, MN.

1. **Roll Call:**

Meeting was called to order by President Hecht at 3:44 pm.

EDA Board present at roll, President Hecht, Board Members Josh Grinde, Chad Grassel, and Ralph Messelt.

Absent: Board Member Mike Pokrzywinski, George Wogaman

Staff present: Paul Gorte, Economic Development Director; Brenda Ault, Executive Assistant; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Karla Anderson, Finance Director.

Also Present: Daniel Black, John Hageman, GF Herald

Roll Call: President Hecht determined a quorum was present.

2. **Approval of minutes of the December 22, 2015 Regular Meeting:**

A Motion was made by Board Member Grassel, seconded by Board Member Messelt, to approve the minutes from the December 22, 2015 Regular Meeting. M/S/P- Grassel, Messelt; 4-0, mc.

Approval of minutes of the December 22, 2016 Closed Meeting:

A Motion was made by Board Member Grinde, seconded by Board Member Grassel, to approve the minutes from the December 22, 2015 Closed Meeting. M/S/P- Grinde, Grassel; 4-0, mc.

3. **Bills and Communications:**

- a. Review of Accounts Payable for January 5, 2016.
- b. Approval of the Accounts Payable for January 19, 2016.

A Motion was made by Board Member Grinde, seconded by Board Member Grassel, to approve the Accounts Payable for January 19, 2016. M/S/P- Grinde, Grassel; 4-0, mc.

4. **Reports:**

- a. Delinquencies Update:
ED Gorte reported that there are currently no delinquencies.

January 19, 2016

MINUTES OF THE REGULAR MEETING OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY (EDA) (continued)

5. **Unfinished Business:**

a. Sunshine Terrace update:
Maintenance Strategy

CP Ellis stated that she has a tenant, who is doing the work temporarily, but he is only interested in helping out for 3 months. She has contacted a maintenance company, but they would not be there daily. Spare Husband has also been contacted, but they are too busy to take on an apartment complex. She explained that she had looked with CA Murphy last year for a maintenance company and did not have any luck. The temporary person is working 3-4 hours a day and his wage will be applied to his rent. She inquired whether the Board wanted her to place an ad for a new maintenance person and if they did; what they wanted. She stated that an office was available for the maintenance person and a supervisor's apartment was open, but that in the past, the person was on call on the weekends and it is hard to find people who are interested in that.

Some of the issues discussed were if 40 hours was necessary or if a part-time position would suffice. Board Member Grassel suggested combining the PT Park Board person with this position to have a full time position. ED Gorte suggested hiring one person to do maintenance on all the City's buildings, such as the Library, Park Board Buildings, City Hall and Sunshine Terrace. After discussion, the Board instructed CP Ellis to set up a meeting with the Park & Recreation Department to discuss combining the two positions. She will report in February.

Smoke Alarm replacement program

CP Ellis informed the Board that the smoke alarms had not been replaced in 5 years, that some of the apartments do not have carbon dioxide detectors and to replace all with dual units would cost around \$2500.00. And then the batteries would be changed on a rotating schedule, so there are fewer calls to replace the batteries. Board Member Grinde stated that it would be less expensive to purchase 36 combo units and 36 regular smoke alarms, because it was a requirement to have one CO detector in each apartment, not multiple units in each apartment. CP Ellis stated she will get an estimate and get back to the Board.

b. Infill Building Elevator Update

CP Ellis informed the Board that the parts were ordered and they take approximately 6-8 weeks for delivery. The elevator shaft had the water pumped out of it and GF Thur-O-Clean had been called to clean it. Eagle Electric had been called to check if there was room for a sump pump to be installed and when they inspected it, discovered a sump pump already installed, but the pump line was taped shut, so they just opened the line up again. The area has been painted and seal coated, so everything is ready for the parts to be installed, once they are delivered.

January 19, 2016

MINUTES OF THE REGULAR MEETING OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY (EDA) (continued)

c. EGF Residential Development Pilot Program Update

ED Gorte informed the group that he had met with Board Members Grinde, Grassel and Pokrzywinski; and the program parameters were included in the packet. The parameters are the following:

The builder shall be licensed in Minnesota

The builder shall be insured and bonded

The builder shall be in good standing

The home shall conform to City and State codes and the restrictive covenants

The home shall be for resale; the builder shall not be the resident of the home built under this program

The home shall be completed and ready for occupancy not more than 8 months from the date of the agreement between the City and the builder

The builder shall provide a site plan and building plans acceptable to the City

The builder shall provide a confidential financial statement demonstrating the anticipated ability to complete the project

The builder shall provide a release of lien at the City at the time of closing

The pilot program will provide resources for 3 homes, on City owned lots and the City will provide not more than \$100,000 in funds to reduce the amount of the construction loan. The builder will be required to turn in the receipts for supplies and it will be tracked through FD Anderson, along with ED Gorte.

CA Galstad stated that he would like to develop a basic outline from the parameters and develop more criteria.

CP Ellis left the meeting at 4:20 pm.

d. Marketing Committee

ED Gorte informed the group that the committee will hold the first meeting on Wednesday, January 27th at 4:00.

6. **New Business:**

a. Lot Sale:

ED Gorte stated that he had accepted a down payment on Lot 7, Block 1 in the Coulee View Addition.

b. 2016 Annual Chamber Meeting

ED Gorte indicated that the meeting is on January 29, 2016 and he has a seat left at the City's table, so please contact him if you plan on attending.

c. Joint Meeting of the EGF/GF City Council

January 19, 2016

MINUTES OF THE REGULAR MEETING OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY (EDA) (continued)

ED Gorte stated that the joint meeting of the two City Councils is set for February 4th at 5:30. The Chamber Board and the two ED Boards are invited to attend and participate in the social to follow the meeting.

7. **Adjournment**

A motion was made by Board member Grassel, seconded by Board member Messelt, to adjourn the meeting at 4:22 pm. M/S/P- Grassel, Messelt; 4-0, mc.

The next regular meeting is **February 2, 2016 at 3:30** in the **East Grand Forks Training Room, First Floor in the South Wing, East Grand Forks City Hall**, East Grand Forks, MN.

Respectfully Submitted,
Brenda Ault
Executive Assistant

**EAST GRAND FORKS
ORGANIZATIONAL
PLANNING COMMISSION MINUTES
Thursday, January 14, 2016 – 12:00 Noon
East Grand Forks City Hall Training Room**

CALL TO ORDER

Nancy Ellis, City Planner, called the January 14, 2016, meeting of the East Grand Forks Planning Commission to order at 12:15 p.m.

CALL OF ROLL

On a Call of Roll the following members were present: Commissioners Niel McWalter, Chad Erickson, Mike Powers, and Randy Boushey.

Absent: Commissioner Gary Christianson, Marc DeMers and Kevin Marcott

Guest(s) present: Teri Kouba, MPO; Peggy & Darrel Koehler, Bernice Hangsleben, Dean Burton, Tom Spicer, Derek Sporbert, Mike Marcott, Lewis Schoper, Darrell Krennen

Staff present: Nancy Ellis, East Grand Forks City Planner; Ron Galstad, City Attorney, David Murphy, City Administrator and Brenda Ault, Executive Assistant. Council Members Henry Tweten and Mark Olstad.

DETERMINATION OF A QUORUM

A quorum was present.

ELECTION OF CHAIRPERSON

Nominations

Ms. Ellis asked if there were any nominations for the Chairperson. Commissioner Powers stated that he would be willing to stay on as Chair. Commissioner McWalter nominated Commissioner Powers as Chairperson. The nomination was seconded by Commissioner Boushey. There were no other nominations for chairman.

Close of Nominations

Commissioner Erickson moved to close the nomination for Chairperson, was seconded by Commissioner McWalter. After the votes were counted Mike Powers was declared as the Chairman of the Planning Commission.

ELECTION OF VICE-CHAIRPERSON

Nominations

Ms. Ellis asked if there were any nominations for the Vice Chairperson, reminding the group that Commissioner Christianson is the current Vice-Chair. Commissioner McWalter nominated Commissioner Christianson as Vice-Chair. The nomination was seconded by Commissioner Powers. There were no other nominations for vice-chairman.

Close of Nominations

Commissioner Erickson motioned to closed nominations, was seconded by Commissioner Boushey. After the votes were counted Gary Christianson was declared as the Vice-Chairman of the Planning Commission.

ELECTION OF SECRETARY

Nominations

Ms. Ellis informed the commission of the duties of the secretary and stated that she would like to keep Commissioner Erickson as the secretary for ease of preparing certain documents, since he was already on the paperwork. Commissioner Erickson indicated he would continue.

Commissioner McWalter nominated Chad Erickson as secretary, was seconded by Commissioner Powers. There were no other nominations for secretary.

Close of Nominations

Commissioner Erickson motioned to close the nominations, was seconded by Commissioner McWalter. After the votes were counted Commissioner Erickson was declared Secretary of the Planning Commission.

SET MEETING TIME

Ms. Ellis stated the meeting time has been the second Thursday at noon in the Training Room. She said that if that day and time wouldn't work the Commission could change the meetings to a different time or day. Commissioner Erickson made the motion to keep the meetings on the 2nd Thursday of the month starting at 12:00pm or shortly thereafter, was seconded by Commissioner McWalter.

ADJOURNMENT

A MOTION WAS MADE BY COMMISSIONER ERICKSON, SECONDED BY COMMISSIONER MCWALTER, TO ADJOURN THE JANUARY 14, 2016,

EAST GRAND FORKS
ORGANIZATIONAL PLANNING COMMISSION MEETING
THURSDAY, January 14, 2016

**ORGANIZATIONAL MEETING OF THE EAST GRAND FORKS PLANNING
COMMISSION AT 12:20 PM.**

Voting Aye: Erickson, Boushey, McWalter, and Powers.

Voting Nay: None.

Respectfully submitted by,

Brenda Ault
Executive Assistant

**EAST GRAND FORKS
REGULAR
PLANNING COMMISSION MINUTES
Thursday, January 14, 2016 – 12:00 Noon
East Grand Forks City Council Chambers**

CALL TO ORDER

Chairman Mike Powers called the January 14, 2016, meeting of the East Grand Forks Planning Commission to order at 12:20 p.m.

CALL OF ROLL

On a Call of Roll the following members were present: Chairman Mike Powers
Commissioners Niel McWalter, Chad Erickson and Randy Boushey.

Absent: Commissioner Gary Christianson, Marc DeMers and Kevin Marcott

Guest(s) present: Teri Kouba, MPO; Peggy & Darrel Koehler, Bernice Hangsleben, Dean
Burton, Tom Spicer, Derek Sporbert, Mike Marcott, Lewis Schoper, Darrell Krenen

Staff present: Nancy Ellis, East Grand Forks City Planner; Ron Galstad, City Attorney,
David Murphy, City Administrator and Brenda Ault, Executive Assistant. Council
Members Henry Tweten and Mark Olstad.

DETERMINATION OF A QUORUM

A quorum was present.

COMMUNICATION

None

APPROVAL OF THE MINUTES OF THE OCTOBER 8, 2015, REGULAR MEETING:

A Motion was made by Commissioner Erickson, Seconded by Commissioner McWalter to
approve the minutes from the October 8, 2015 Regular Meeting. M/S/P- Erickson,
McWalter; 4-0, mc.

OLD BUSINESS

None

NEW BUSINESS

PUBLIC HEARING: Matter of Request to Rezone Lot 1 Block 1 Wurdens 4th Addition (the former Red Cross property at 1708 River Road) from R-1 Single Family Residential District to R-3 Multi-family Residential District.

A Motion was made by Commissioner Erickson, was seconded by Commissioner Boushey to open to a Public Hearing. M/S/P- Erickson, Boushey; 4-0, mc.

CP Ellis explained that we have received an application from Island Properties LLC, to rezone a lot on the corner of River Road, 12th Ave NW and 17th St NW (the Red Cross building site) from R-1 to R-3 to allow for the building to be remodeled into senior housing. A plan of the site was not submitted for review and approval for the meeting because they plan on selling the lot to a separate developer to remodel after the rezone request. This lot already has a building that sits on site; and on separate lots owned by Island Properties the first lot has a parking pad located on it and the second lot is undeveloped. Island Properties did not apply to rezone the undeveloped lot and the lot with the parking lot, both will remain R-1. She then handed it over to the group in attendance from Island Properties: Derek Sporbert and Tom Spicer who own the business and Mark Marcott, a real estate agent representing Island Properties. They explained that they bought the building with plans to convert the 4,000 square foot structure into four or five one-bedroom apartments that would target tenants age 55 and older.

Commissioner McWalter inquired if they planned to expand. CP Ellis explained that they would not be able to expand, because the only lot they are requesting to rezone is the lot the building sits on and the building is the maximum size allowed for the size of the lot.

Commissioner Boushey inquired whether they had sufficient parking for an apartment building. CP Ellis confirmed that with the lot that has the parking pad will have sufficient parking for the units they plan to build.

A concern that all the commissioners was how do they keep this development at 55 and older? They stated, "We don't want them to come back and say we had to change because of the vacancy rate." CP Ellis stated that her recommendation would be a planned unit development or a (PUD) which could be used to set limitations or parameters on how the property could be developed. It would also allow the city to rescind the Certificate of Occupancy if they allowed someone to live in the development who did not meet the parameter stated on the PUD plan.

Commissioner Boushey inquired what an apartment building would do for the valuations of the existing homes in the area. Realtor Marcott stated that this would help the valuations because of the improvements to the building and the outside being cleaned up, lawn taken care of, etc.

Chairman Powers asked about rent prices and whether the other 55 and over buildings in the area were filled up. Marcott indicated that the rent would be \$650-\$700 per month. Sporbert stated that currently there are some vacancies in other senior living apartments, but the prices at those apartments far exceeded the amount they would

charge for rent. CP Ellis stated that Sunshine Terrace is full and has a waiting list for apartments.

CP Ellis invited the guests to state their concerns. Peggy Koehler stated that she and her husband, Darrel were vehemently opposed to the project, stating that rowdier tenants and more traffic may become a problem if enough seniors can't be found to fill the apartments. Sporbert stated that they are not looking to ruin the neighborhood and those 4-5 tenants would likely result in a smaller traffic increase than another organization moving into the building, such as a daycare or a church.

Council Member Tweten said he was in attendance to protest the project, stating that he had seen spot development other times and often it turns into another project when the first one doesn't work. He also stated that if the Planning Commission approved the project, he planned on urging the Mayor and City Council members to vote against it. Commissioner Erickson thanked Tweten for his comments.

Commissioner Boushey stated that he felt that the lot purchase with the parking lot, as well as this building, would be a nice use of the property. He felt that the traffic issue would be less with a senior apartment complex.

Lewis Schoper stated that he would like to see the property stay zoned an R-1 until the commissioners get more information on the project.

A Motion was made to close the Public Hearing by Commissioner Boushey, was seconded by Commissioner Erickson. M/S/P- Boushey, Erickson; 4-0, mc.

CP Ellis addressed the commissioners and stated that her recommendation, which was included in the packet, stated that it would be appropriate to zone the property to PUD if a PUD plan was presented for approval. A PUD rezone with a plan would allow the residents, staff and Commission/Council the opportunity to see what is planned, approve the site plan/project and require amendments to the PUD plan in the future, if the intent of the building or property is changed. She recommended that Spicer and Sporbert withdraw their rezoning application and resubmit it as a request for a PUD. The PUD rezoning application could then be addressed by the commission at its next meeting in February 9th or another Planning Commission meeting. If it's approved by the commissioners then it would be sent to the City Council for final approval or denial. City Attorney Galstad stated that he would recommend that they withdraw their application instead of tabling the issue because the ordinance has a 60 day rule for a rezone issue.

Presentation of Draft 2045 Land Use Plan Update

Ms. Kouba, East Grand Forks and Grand Forks MPO, was present to show the commissioners the draft of the 2045 land use plan.

Future Land Use Plan:

- The future land use plan is discussed in the email that was sent to the commissioners and provides a guide for future zoning and subdivision decisions.

The plan includes three new land uses, Medium Density Residential, Mixed Use and Commercial/Industrial. These additional uses are intended to provide additional flexibility for the city while allowing for increased density.

Phasing Plan:

- The phasing plan utilizes the land consumption forecasts developed to meet the needs of the estimated 2045 population. These forecasts are broken into 10 year estimates that should be monitored as growth occurs.

Area Concept Plans:

- Three area concept plans were developed for future growth areas within the City's future land use plan. These concept plans provide a vision of how these areas could develop while responding to the goals and policies of the plan. Each plan is not intended to represent the manner in which each area is required to be developed, but does provide a tool for discussion with future developers.

Implementation Plan:

- Chapter 8 of the document includes a list of short and long term implementation measures that should be pursued to achieve the plan's overall goals. Primary departments are listed with each measure to define responsible parties.

The Commissioners thanked Ms. Kouba for her presentation and agreed the plan for growth was impressive.

OTHER BUSINESS

None

ADJOURNMENT

A motion was made by Commissioner Erickson, was seconded by Commissioner Boushey, to adjourn the meeting the meeting at 1:23 pm. M/S/P- Erickson, Boushey; 4-0, mc.

Respectfully submitted by,

Brenda Ault
Executive Assistant

Request for Council Action

Date: February 4, 2016

To: East Grand Forks City Council, Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Henry Tweten, Marc Demers, Craig Buckalew and Mike Pokrzywinski.

Cc: File

From: Steve Emery, P.E.

RE: Amend Transportation Improvement Program (TIP) for Roundabout Bygland Road

Background:

As discussed the City is considering the reconstruction of Rhinehart Dr SE from Bygland Road to 6th St SE as part of the 2016 Street project. However, as part of the Bygland Road Study completed by Alliant Engineering, the construction of a Roundabout is identified as a potential project in the near future (2016-2020). Also, as part of the study and as previously discussed the City could utilize City Subtarget Federal funds which is awarded every 4 years to the City of East Grand Forks to pay for a portion of this project. These funds could be available as early as 2018. However, currently on the TIP is the reconstruction of 10th St NE from 5th Ave to 8th Ave NE. Therefore, in order to be eligible for TIP funds the city would need to pass a resolution to amend the TIP to provide Federal Funds for the roundabout construction.

The following is the proposed budget for the project:

PROPOSED BUDGET

	<u>Bygland Roundabout</u>	<u>10th St NE</u>
Construction	\$1,100,000.00	\$990,000.00
Plans / Specifications (8%)	\$88,000.00	\$79,200.00
Staking / Inspection (6%)	\$66,000.00	\$59,400.00
Contingencies (8%)	\$88,000.00	\$79,200.00
Administration / Legal (3%)	\$33,000.00	\$29,700.00
TOTAL PROJECT COST	\$1,375,000.00	\$1,237,500.00

PROPOSED FUNDING

	<u>Bygland Roundabout</u>	<u>10th St NE</u>
MnDOT	\$750,000.00	\$750,000.00
City / State Aid Maint	\$625,000.00	\$487,500.00
TOTAL PROJECT COST	\$1,375,000.00	\$1,237,500.00

Recommendation:

If the City wishes to prioritize the construction of the Bygland Roundabout and utilize Federal Funds as one source of income for the project, we would recommend the City to Amend the TIP

Enclosures:

Copy of MPO Transportation Improvement Program (TIP) 2016-2019
Section 4.4 from Bygland Road Study in regard to Funding.
Cost Estimate for Bygland Roundabout as provided in the Bygland Road Study
Project Map provided by Alliant Engineering for Bygland Roundabout.
Project Area Map – 10th St NE

- This also includes right sizing the intersection footprints to accommodate all vehicle and truck types expected to use the intersections.
- The implementation of roundabouts in any community requires a public outreach and education plan. Until more roundabouts are installed, familiarity and motorist comfort will take time.

4.3 Implementation Plan

The implementation plan has identified improvement strategies at key locations along Bygland Road. In most cases, implementations of the improvement strategies are mutually exclusive of one another and could be constructed at any time. All improvements identified should be further evaluated during the design development phase and are subject to further environmental analysis and design requirements. To address the critical needs of the corridor, the implementation plan has been developed to prioritize the recommendations over near term (within 5 years), mid-term (2020 to 2025) and long term (2026-2040) horizons. Figure 4.1 and the included concept design indices illustrate the recommended components of the near term implementation plan. Figure 4.2 and the included concept design indices illustrate the recommended components of the mid-term and long term implementation plan. It is noted, the implementation plan could be subject change based on unforeseen traffic changes that may occur in the future.

4.4 Funding

To support the implementation of the recommended alternatives, the City of East Grand Forks and the GF-EGF MPO will seek support from available funding sources. Key funding sources may include:

- **NWATP City Sub-target Federal Funds.** This fund is awarded every 4 years (2018, 2022, etc.). An estimated \$750,000 may be available to help support the construction of the roundabout at Rhinehart Drive under the 2018 allocated funding.
- **City Maintenance and Operation Funds.** The city currently expends resources to provide regular signing, pavement marking and other infrastructure maintenance along the city streets. Components of the recommended transportation plan, such as the bicycle lanes, route connection or sidewalk widening could be funded through this resource.
- **Transportation Alternatives Program.** This program provides funding for non-traditional transportation improvement projects. For Bygland Road, this could include the construction of the High-Intensity Activated crossWalk beacon (HAWK) system, pedestrian refuge islands or curb extensions.
- **MnDOT Municipal State Aid (MSA) Funds.** The City of East Grand Forks is allocated state aid funding to help maintain and improve roadways on the state system. Bygland Road is an MSA roadway and MSA funds could be applied to most components of the transportation plan. A specific improvement eligible for MSA funding could be the traffic signal left turn arrow installation or bike lanes.
- **Minnesota and Federal Safe Route to School (SRTS) Funds.** The city can submit eligible projects to compete for available SRTS funds. Specific improvements may

Table 4.1 Implementation Cost Summary

Near Term Improvements (Year 2016 to 2020)

Element	Intersection or Roadway Segment	Improvement Description	Construction Cost ⁽¹⁾	Engineering, Admin, Utilities and Inspection ⁽²⁾	Total Cost
1	Bygland Road - 1st Street to South City Limits	On Street Bike Lane	Paint - \$172,000 Epoxy - \$210,000 GR IN Poly - \$500,000	\$43,000	Paint - \$215,000 Epoxy - \$253,000 GR IN Poly - \$543,000
2	19th Avenue S, Greenway Boulevard and 13th Street	Establish Bike Route Connection Between Elementary School and Regional Trails	\$20,000	\$5,000	\$25,000
3	Bygland Road at 1st Street N	Install Green Left Turn Arrow (with Flashing Yellow Arrow Indications)	\$50,000	\$12,500	\$62,500
4	CAT Route 11	Re-route CAT Route 11 to Bygland Road/Rhinehart Drive Intersection.	\$0	\$0	\$0
5	Bygland Road at Rhinehart Drive	Construct Roundabout ⁽³⁾	\$1,100,000	\$275,000	\$1,375,000
6	Bygland Road - Regional Trail (South of 1st Street) to 5th Avenue	Construct Sidewalk	\$57,000	\$14,250	\$71,250
7	Bygland Road at 13th Street	Install HAWK Signal System	\$225,000	\$56,250	\$281,250
Total			\$1,624,000 to \$1,952,000	\$406,000	\$2,030,000 to \$2,358,000

Mid Term Improvements (Year 2021 to 2025)

Element	Intersection or Roadway Segment	Improvement Description	Construction Cost ⁽¹⁾	Engineering, Admin, Utilities and Inspection ⁽²⁾	Total Cost
8	Bygland Road at Middle School Access	Construct Refuge Median	\$115,000	\$28,750	\$143,750
9	Bygland Road at 5th Avenue	Persue 5th Avenue Realignment ⁽⁴⁾ (Maintain Stop Control)	\$655,000	\$163,750	\$818,750
10	Bygland Road - 4th Street to Metro Court (East Side)	Widen Existing 4 foot Sidewalk to 5 foot Sidewalk	\$50,000	\$12,500	\$62,500
Total			\$820,000	\$205,000	\$1,025,000

Long Term Improvements (Year 2026 to 2040)

Element	Intersection or Roadway Segment	Improvement Description	Construction Cost ⁽¹⁾	Engineering, Admin, Utilities and Inspection ⁽²⁾	Total Cost
11	Bygland Road at 13th Street	Construct Roundabout	\$2,800,000	\$700,000	\$3,500,000
12	13th Street - Bygland Road to Elementary School	Construct Sidewalk on South Side of Street	\$325,000	\$81,250	\$406,250
13	Bygland Road at 6th Street	Construct Curb Extensions	\$420,000	\$105,000	\$525,000
14	Bygland Road at James Street and 8th Street	Construct Refuge Medians	\$195,000	\$48,750	\$243,750
15	Bygland Road at 5th Avenue	Construct Roundabout	\$1,500,000	\$375,000	\$1,875,000
Total			\$3,740,000	\$935,000	\$4,675,000

(1) Construction costs are estimated year of expenditure (YOE) with an assumed 5% per year inflation rate

(2) Engineering, Administration, Utilities and Inspection are assumed to be 25% of the YOE construction cost.

(3) Rhinehart Roundabout requires an estimated 1,500 SF easement for relocation of the gas station driveway and an estimated 1,600 SF of right of way acquisition (2 parcels) to accommodate potential future expansion

(4) The future realignment of 5th Avenue requires an estimated 20,500 SF of right of way acquisition (1 parcel).

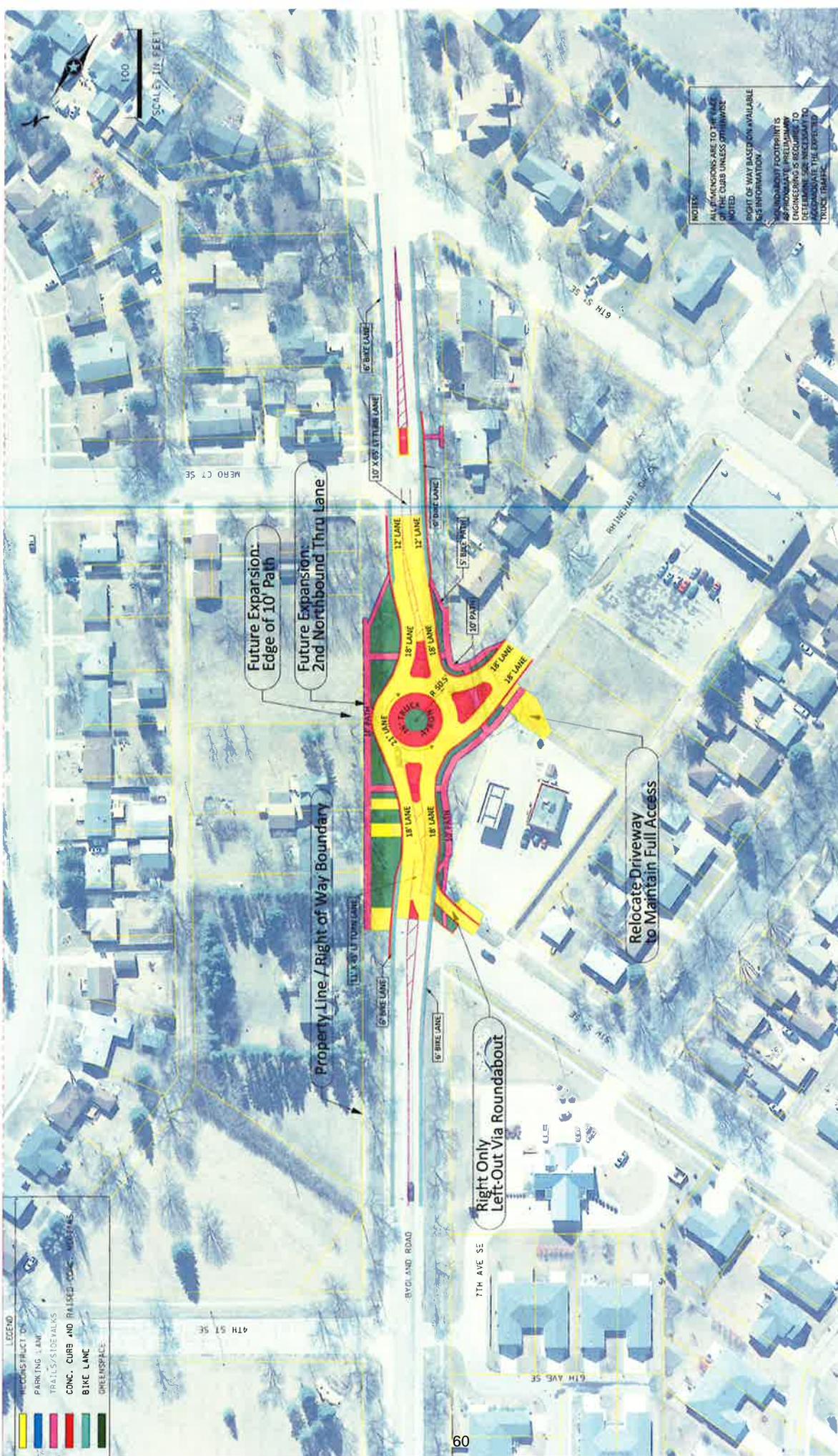


Figure 11

RESOLUTION NO. 16 – 02 – 24

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks receives funding every four years from the Transportation Improvement Program (TIP); and

WHEREAS, these funds had been scheduled for a reconstruction project on 10th Street NE from 5th Avenue NE to 8th Avenue NE; and

WHEREAS, a study was completed in 2015 regarding traffic on Bygland Road which stated the need for a round-a-bout to be constructed at the intersection of Bygland Road and Rhinehart Drive; and

WHEREAS, the City Council deems the round-a-bout a higher priority than the reconstruction project and would like to amend the Transportation Improvement Program schedule;

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, formally amends the 2018 Transportation Improvement Program and will be using the funding on the construction of a round-a-bout at the intersection of Bygland Road and Rhinehart Drive.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: February 16, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of February, 2016.

Mayor

Request for Council Action

Date: February 16, 2016

To: East Grand Forks City Council Mayor Lynn Stauss, Council President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Paul Gorte, Economic Development Director

RE: Intermediary Relending Program (USDA, Rural Development)

The USDA, Rural Development, has an economic development program (Intermediary Relending Program, or IRP) in which it lends funds to communities who use the funds for economic development assistance to local businesses. In June 1997 the City received \$750,000 in IRP funds, which must be repaid to USDA over time. The City is still making payments, which the last scheduled annual payment of \$30,843.34 to be made no later than June 20, 2025.

The EGF program offers 5% loans to a maximum of \$150,000. These are local limits. USDA allows loans up to \$250,000. There are also limits on the uses of the funds. When we repay the loan in total, we will be able to use the funds at the discretion of the City. The USDA hopes that the residual dollars will continue to be used for economic development purposes. The City has made no loans from these funds for several years.

I proposed to the EDA that the City repay the outstanding balance of the loan, approximately \$290,000, in order to gain the flexibility to use the funds as needed for economic development activities that result in investment in the City. I would expect the funds to be used in ways that will replenish these dollars.

The residual amount after the repayment would be approximately \$460,000. The EDA agreed that the loan should be repaid to increase local flexibility and approved this action at its February 2, 2016, meeting.

Recommendation: Approval of Final Repayment of the IRP loan to make the remaining funds available for economic development activities.

Attachment: IRP Work Program

RESOLUTION NO. 16 – 02 – 25

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks received \$750,000 in Intermediary Relending Program Funds in 1997 which must be repaid to the USDA; and

WHEREAS, these funds have been used for an economic development program which lends funds to businesses; and

WHEREAS, due to lack of interest in this program the Economic Development Director proposes to repay the outstanding balance to the USDA which is approximately \$290,000; and

WHEREAS, the remaining funds would total approximately \$460,000 which then could be used for other economic development activities; and

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, authorizes the final repayment of the Intermediary Relending Program funds and agrees to use the remaining funds for economic development activities.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: February 16, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of February, 2016.

Mayor



City of Grand Forks

255 North Fourth Street – P. O. Box 5200 – Grand Forks, ND 58206-5200

Office of
City Administrator
Todd Feland

10

(701) 787-3750
tfeland@grandforksgov.com

To: Mayor Michael R. Brown
Grand Forks City Council

From: Todd Feland, City Administrator

Date: February 12, 2015

Re: Modifications to Intermunicipal Agreement for Conveyance of Wastewater between the
between the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota.

Since the City of Grand Forks Service Safety Committee and the City of East Grand Forks City Council Work Session on February 9, 2016, the following changes have been made to the Intermunicipal Agreement for Conveyance and Treatment of Wastewater between the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota.

- **Article 3 Term.** – Minnesota Public Finance Authority (PFA) suggested, but did not require a longer agreement term from 30 to 50 years. The City of East Grand Forks and the City of Grand Forks staff are comfortable with the 30 year term, therefore, this suggested change was not made. Additionally, the agreement was modified to include an automatic renewal every 5 years (Section 3.2), unless otherwise terminated or modified by the Cities.
- **Unilateral Termination 4.3** – PFA recommended changing the notice of termination from three (3) to five (5) years. This change is acceptable to both Cities' staff and it has been incorporated into the agreement. However, language related to approval by Minnesota Pollution Control Agency (MPCA), as it pertains to the City of Grand Forks intent to terminate, was not accepted.

Under the proposal, the City of Grand Forks would not be able to unilaterally terminate the agreement even if notice was timely given, until the Grand Forks initiated unilateral termination was approved by the Minnesota Pollution Control Agency and any other licensing agency and further subject to East Grand Forks securing financing for construction of any project deemed acceptable by the City of East Grand Forks. The effect of this proposed language is to grant either the MPCA or the City of East Grand Forks an effective veto over a decision made by the Grand Forks City Council. Thus, the operative decision would not be made by the City of Grand Forks but rather by entities existing under Minnesota law. The Grand Forks City Attorney believes this constitutes an unlawful delegation of authority by the Grand Forks City Council.

- **Water Reuse 9.13** – The language has been amended to read as follows, “If deemed that revenues received from the sale of recycled wastewater exceed the cost to provide recycled wastewater to future users, the revenues are intended to be allocated to the Grand Forks

Wastewater Enterprise Fund to offset costs of operations.” It is the intent to return revenues to the Wastewater Enterprise Fund.

- **Responsibilities of Grand Forks 10.6** – Mr. Swanson will provide revised language related to easements that will match the language in the Memorandum of Understanding (MOU).
- The **MOU** between the Cities was removed as Exhibit 3 to the Agreement. It will be referenced in the Agreement, but not attached as an Exhibit.

The following changes have been made to the MOU between the City of East Grand Forks, Minnesota and the City of Grand Forks, North Dakota.

- The MOU was modified to incorporate the down payment provision by the City of East Grand Forks and the incremental submittals of invoices by the City of Grand Forks. Additionally, it was modified to more accurately describe the scope of the construction easement(s) and permanent easement. Both City of Grand Forks and City of East Grand Forks staff and the respective City Attorneys agreed to these modifications.

The following addresses a question related to year end accounting of actual versus budgeted costs.

- With regard to completing a “truing up of costs” at the end of the fiscal year, this process is not currently being conducted for other users of the Grand Forks Wastewater System. The City of Grand Forks has agreed to provide equity to East Grand Forks but not to provide more favorable and different treatment. Additionally, since the Cost of Service Analysis (COSA) is updated annually based on the input of both Cities, any fluctuation of rates would be incorporated in this process. Any cost savings that may occur, could likely be offset with additional administrative costs associated with further year end budget analysis.

INTERMUNICIPAL AGREEMENT
FOR CONVEYANCE AND TREATMENT OF WASTEWATER
BETWEEN THE CITIES OF GRAND FORKS, NORTH DAKOTA
AND EAST GRAND FORKS, MINNESOTA

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the **City of Grand Forks, North Dakota**, a North Dakota municipal corporation, hereinafter referred to as “Grand Forks” and the **City of East Grand Forks Minnesota**, a Minnesota municipal corporation, hereinafter referred to as “East Grand Forks”.

WITNESSETH:

WHEREAS, Grand Forks owns and operates a Wastewater system, including facilities for the conveyance and treatment of domestic, commercial and industrial Wastewater;

WHEREAS, the Grand Forks Wastewater System has capacity for the conveyance and treatment of additional Wastewater;

WHEREAS, East Grand Forks is in need of services and capacity for the treatment of Wastewater;

WHEREAS, Grand Forks and East Grand Forks deem it to be in the public interest to enter into this Agreement whereby Grand Forks would receive and treat East Grand Forks’ Wastewater;

WHEREAS, East Grand Forks has agreed to pay the costs of the interconnection of the systems and to pay for treatment services and expenses for the domestic, commercial and industrial wastewater generated and conveyed through the East Grand Forks Wastewater system;

WHEREAS, Grand Forks and East Grand Forks intend to work cooperatively to provide their citizens with safe, effective, and environmentally sound wastewater treatment services;

WHEREAS, Grand Forks will consider East Grand Forks a user of its Wastewater System, and as such, East Grand Forks will be regarded in the same manner as other users of Grand Forks' Wastewater System in regards to cost of service based rate setting and surcharges;

WHEREAS, Grand Forks and East Grand Forks desire to comply with all applicable federal and state requirements dealing with Wastewater treatment and pollution control;

WHEREAS, Grand Forks and East Grand Forks recognize the public interests to be served and the economic savings to be recognized by avoiding duplication of services and facilities;

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between Grand Forks and East Grand Forks as follows:

Article 1. Definitions. For the purpose of this Agreement the following terms are defined as follows:

Agreement shall mean this Intermunicipal Agreement for Conveyance and Treatment of Wastewater Between the Cities of Grand Forks, North Dakota and the City of East Grand Forks, Minnesota.

Budget Year shall mean from January 1 thru December 31 of the specified calendar year.

Connection Point shall mean a point of connection between the City of East Grand Forks and City of Grand Forks Wastewater Systems located at the first isolation gate valve on the dedicated Grand Forks and East Grand Forks Wastewater Interconnect Forcemain located

immediately exterior to the City of Grand Forks flood protection system (See Exhibit 1). The Connection Point shall delineate the point of ownership, operation, and maintenance responsibility transfer between the City of East Grand Forks Wastewater System and the City of Grand Forks Wastewater System.

East Grand Forks shall mean the City of East Grand Forks, Minnesota.

East Grand Forks Master Wastewater Pump Station shall mean the pumping facility located near the City of East Grand Forks treatment ponds (See Exhibit 1) that pumps East Grand Forks wastewater through the East Grand Forks Wastewater Interconnect Forcemain to the Connection Point with the City of Grand Forks Wastewater Interconnect Forcemain.

East Grand Forks Wastewater Equalization Basin shall mean the basin integrally attached to the East Grand Forks Master Wastewater Pump Station that intermittently stores East Grand Forks Wastewater in times such that Grand Forks cannot accept East Grand Forks Wastewater or when the influent exceeds the allowable pump station discharge.

East Grand Forks Wastewater Interconnect Forcemain shall mean the dedicated forcemain from the East Grand Forks Master Wastewater Pump Station to the Connection Point.

East Grand Forks Wastewater System shall mean all properties and facilities, whether leased, owned, or otherwise controlled, operated or maintained by East Grand Forks, used for the collection, conveyance, and/or treatment of Wastewater within East Grand Forks.

Force Majeure shall mean a cause or causes beyond a reasonable control of the party claiming Force Majeure and shall include but is not limited to natural disasters, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind in the United States of America, or the State of North Dakota or Minnesota, or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, tornadoes, washouts,

earthquakes, droughts, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines or facilities. However, the parties agree that a mere increase in operating costs shall not, by itself, constitute an event of Force Majeure.

Grand Forks shall mean the City of Grand Forks, North Dakota.

Grand Forks/East Grand Forks Intermunicipal Wastewater Advisory Board is an advisory group whose objectives are to share information, improve understanding of Wastewater issues, and improve the level of cooperation regarding Wastewater issues between Grand Forks and East Grand Forks. Members of the Grand Forks/East Grand Forks Intermunicipal Wastewater Advisory Board shall be appointed by the City Councils of the respective cities in accordance with Section 19.1 hereof..

Grand Forks Master Pump Station 17 shall mean the pumping facility located west of the intersection of North Columbia Rd and North Washington St that boosts wastewater within the Grand Forks Trunk Forcemain System to the Grand Forks Wastewater Treatment Plant.

Grand Forks Trunk Forcemain System shall mean the forcemain system through which the City of Grand Forks conveys wastewater to the Grand Forks Wastewater Treatment Plant.

Grand Forks Wastewater Interconnect Forcemain shall mean the dedicated forcemain from the Connection Point to point where East Grand Forks Wastewater is discharged to the City of Grand Forks Trunk Forcemain System (See Exhibit 1).

Grand Forks Wastewater System shall mean all properties and facilities, whether leased, owned, or otherwise controlled, operated, or maintained by Grand Forks, used for the collection, conveyance, treatment, and discharge of Wastewater within Grand Forks.

Grand Forks Wastewater Treatment Plant – shall mean the City of Grand Forks' Publicly Owned Treatment Works (POTW) existing at the time of the execution of this agreement which

is comprised of: preliminary screening and grit removal; activated sludge secondary treatment; secondary solids clarification; wastewater pond effluent storage and disinfection; and wastewater pond waste activated sludge treatment and storage (See Exhibit 1).

Industrial Wastewater Permit shall mean the permit issued and administered by the City of Grand Forks in accordance with Section 15-0408 of the City of Grand Forks Code of Ordinances which allows for the regulation and monitoring of bulk wastewater discharges from the City of East Grand Forks to the City of Grand Forks.

Master Wastewater Meter shall mean the primary wastewater flow measuring device located within the Master Wastewater Meter and Sampling Structure that measures the wastewater flow from East Grand Forks immediately prior to connecting to the Grand Forks Trunk Forcemain System.

Master Wastewater Meter and Sampling Structure shall mean the structure housing the Master Wastewater Meter and Sampling Point located upstream of Grand Forks Master Pump Station 17 immediately prior to connecting to Grand Forks Trunk Forcemain System (See Exhibit 1).

Master Wastewater Sampling Point shall mean the point of primary East Grand Forks wastewater sampling and water quality monitoring prior to discharge to the Grand Forks Trunk Forcemain located within the Master Wastewater Meter and Sampling Structure.

Redundant Wastewater Meter shall mean the secondary wastewater flow measuring device located within East Grand Forks Master Wastewater Pump Station that measures the wastewater flow from East Grand Forks prior to discharge to the East Grand Forks Interconnect Forcemain.

Secondary Wastewater Sampling Point shall mean the point of secondary East Grand

Forks wastewater sampling and water quality monitoring located within the East Grand Forks Master Wastewater Pump Station.

Wastewater shall mean the spent water of a community, including but not limited to a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water.

Wastewater Collection System shall mean all properties and facilities used for the collection and conveyance of Wastewater from its source to the point of treatment.

Wastewater Facilities shall mean the structures, equipment, and processes required to collect, transport, and treat domestic and industrial wastes and transport effluent to a watercourse and treat and dispose residual solids. Also referred to as “public-owned treatment works” (POTW) or Wastewater System.

Article 2. Scope.

2.1 The purpose of this Agreement is to set forth the conditions by which East Grand Forks may discharge Wastewater into the Grand Forks Wastewater System for conveyance and treatment services and to establish mutually acceptable standards and procedures.

2.2 A further purpose of this Agreement is to establish that Grand Forks will be issuing an Industrial Wastewater Permit to East Grand Forks setting forth the parameters, standards and requirements for the discharge of Wastewater into the Grand Forks Wastewater System in addition to the provisions contained in this Agreement.

2.3 The parties intend that East Grand Forks shall comply with all requirements, parameters, conditions, and standards contained within this Agreement as well as those contained within the Industrial Wastewater Permit.

2.4 The parties intend that Grand Forks shall receive and treat East Grand Forks' Wastewater in accordance with the provisions of this Agreement and in compliance with all existing or future laws, regulations, ordinances, water quality standards, orders and decrees of any governmental authority having jurisdiction over the treatment and disposal of said Wastewater. It is understood by the parties hereto that Grand Forks can only treat East Grand Forks' Wastewater to the extent Grand Forks is presently capable of treating said Wastewater utilizing the existing municipal Wastewater Treatment Facilities. In the event that future regulatory changes require a greater degree of treatment, Grand Forks shall comply with such requirements. The cost associated with performing a higher degree of treatment will be incorporated in the Cost of Service Analysis (COSA) further defined herein and, if necessary, East Grand Forks shall be assessed an adjusted rate for the disposal based on the results of the COSA modifications.

2.5 The parties intend that East Grand Forks is responsible for all design, engineering and construction costs, to convey Wastewater from East Grand Forks to the Grand Forks Wastewater System, including the construction and installation of the necessary pipes and facilities from the Connection Point to the point of connection to the Grand Forks Trunk Forcemain System near Grand Forks Master Pump Station 17. Attached hereto as Exhibit 1 is a diagram of the intended configuration and location of such facilities. Grand Forks and East Grand Forks have executed a Memorandum of Understanding separate from this agreement ~~(attached as Exhibit 3)~~ which outlines the requirements associated with the bidding, construction, financing, ownership and transfer of ownership of the Interconnect Project

Article 3. Term.

3.1 Except in the event of early termination as provided herein, the term of this Agreement shall expire on the 1st day of March, 2046.

3.2 This Agreement shall be automatically renewed for an additional five (5) year

~~term under the same terms and conditions if not earlier terminated as provided under article 4 of this agreement. This Agreement may be extended or renewed by the mutual consent of the parties under such terms and conditions as are mutually agreeable to the parties.~~

3.3 The discharge of East Grand Forks Wastewater to the Grand Forks Wastewater System pursuant to this Agreement may be commenced only after all construction required for the transmission and pumping of such Wastewater is substantially complete and ready for use and further upon receipt of all necessary local, state and/or federal approvals and permits.

Article 4. Termination of Agreement.

4.1 Termination Due to Material Breach. Either party shall have the right to terminate this Agreement in the event of a material breach of the provisions of this Agreement by the other if the defaulting party has not cured such material breach within ninety (90) days after the nondefaulting party has made written demand to cure the same. Events that shall constitute a “material breach” of this Agreement by East Grand Forks, include but are not limited to:

- A. Exceeding the limitations set forth herein and/or the Industrial Wastewater Permit;
- B. Failure to take actions in the event of discharge of harmful substances in excess of the quantity or concentrations permitted by local, state and/or federal laws;
- C. Failure to enforce any local, state and/or federal rules, regulations, laws or procedures as they relate to the development, maintenance or operation of a Wastewater collection system;
- D. Failure to comply with the requirements of the Industrial Wastewater Permit.
- E. Failure to perform any material covenant or obligation contained in this Agreement.
- F. Remaining delinquent for any payments due hereunder for a period of 90 days after receiving notice thereof by Grand Forks. Grand Forks agrees

that in the event East Grand Forks disputes any charge or fees imposed by Grand Forks, East Grand Forks may pay the disputed bill under protest pending a resolution of the dispute.

- G. Failure to enforce any local, state and/or federal rules, regulations, laws or procedures as they relate to the development, maintenance or operation of a Wastewater collection system;
- H. Failure to perform any material covenant or obligation contained in this Agreement

4.2 Mutual Agreement. This Agreement may be terminated by the mutual consent of the parties given in writing.

4.3 Unilateral Termination.

A. East Grand Forks shall provide Grand Forks a minimum of Five (5) years' notice of any intent to cancel this Agreement or intent to divert all or portions of its Wastewater. The parties agree that this notice period is necessary so Grand Forks can properly plan and budget for its Wastewater System. This notice period is subject to review and approval of the alternate wastewater treatment plan by the Minnesota Pollution Control Agency "MPCA" and any other licensing agency. Further, it is subject to East Grand Forks securing financing for construction of the project. The parties agree to extend the five year notice period if needed to complete construction and to initiate operations of the wastewater treatment system.

~~East Grand Forks shall provide Grand Forks a minimum of three (3) years' notice of any intent to cancel this Agreement or intent to divert all or portions of its Wastewater. The parties agree that this notice period is necessary so Grand Forks can properly plan and budget for its Wastewater System.~~

B. Grand Forks shall provide East Grand Forks a minimum of ~~three~~ five (5) years' notice of any intent to cancel this Agreement or intent to reduce the amount of Wastewater processed under this Agreement. The parties agree that this notice period is required, ~~in a minimum~~, for East Grand Forks to investigate alternative means for Wastewater treatment and processing and to engineer, construct and complete alternative treatment facilities.

4.4 Continuing Responsibilities. No termination of this Agreement shall terminate the rights of either party to indemnification, payment or other outstanding performance, remedy or recourse arising with respect to an event, circumstance or event of default occurring or existing prior to the date of termination.

Article 5. Payment of Capital Costs, Costs of Operation, Maintenance and Repair.

5.1 East Grand Forks agrees to pay to Grand Forks capital costs, costs of operation, maintenance, and repair and capital charges as set forth herein. It is understood and agreed by East Grand Forks that the charges do not include unanticipated or emergency capital repairs to the Grand Forks Wastewater System and that the charges set forth herein are subject to annual adjustment as provided herein. East Grand Forks shall be provided sufficient budgetary information necessary to explain the Grand Forks Wastewater System revenues and expenditures, fees charged, and how the fees were developed. East Grand Forks shall have the opportunity to review and provide comment and recommendations on budgetary information used to develop such fees.

5.2 The parties agree to utilize an industry standard cost of service analysis (COSA) based on a methodology that is supported by the American Water Works Association and Water Environment Federation to fairly and equitably allocate revenue requirements to the user classes, including East Grand Forks, of the Grand Forks Wastewater System based on the proportional benefit to each user class. In order to allocate costs and establish rates for East Grand Forks similar to the other user classes served by the Grand Forks Wastewater System, Grand Forks agrees to utilize a “cash-basis” COSA methodology for the determination and allocation of capital costs (as opposed to other commonly recognized methods such as the “utility-basis” where users are charged full depreciation and a rate of return on the value of the assets that they benefit from the use of). Grand Forks shall conduct an annual update to the COSA to the proposed Budget Year for the purpose of annual rate setting. For the “cash-basis”

COSA calculation, the annual rate revenue requirements will be based upon the most recent City of Grand Forks Wastewater Budget and will include items such as operation and maintenance expense, cash funded capital, capital debt service, transfers, and other reasonable obligations.

5.3 The results of the annual update of the COSA will be summarized in a written technical memorandum and provided to East Grand Forks no later than August 1 of the respective update year. The results of the 2016 Budget Year COSA and rate setting are attached as Exhibit 2. Grand Forks and East Grand Forks will mutually agree to any adjustments to the methodology and/or steps in regards to the annual update to the COSA based rates for East Grand Forks to accurately represent any changes in the operation of the Grand Forks Wastewater System.

Article 6. Fees and Charges.

6.1 All fees, costs of service and establishment of rates to be charged by Grand Forks for the services provided to East Grand Forks shall be based upon the most recent COSA.

6.2 Based upon results of the Budget Year 2016 COSA and rate setting, the following rates are anticipated to be in effect:

Monthly base fee charge	\$2,887.00
Volumetric charge in dollars per 1,000 gallons	\$ 1.10

6.3 The City of Grand Forks maintains an Industrial Strength Surcharge rate structure for its large industrial customers. Grand Forks and East Grand Forks recognize that East Grand Forks will largely be discharging Wastewater generated by domestic households and sewage generated by commercial, not industrial, users of the East Grand Forks Wastewater System whereby such wastewater includes an average concentration less than those concentrations as defined in Chapter 15 of the Grand Forks City Code of Ordinances. Should it be determined

through sampling that industrial strength Wastewater is being discharged from East Grand Forks into the Grand Forks Wastewater System, Grand Forks retains the right to implement strength surcharge rates in the same manner as other affected surcharge users as defined in Chapter 15 of the Grand Forks City Code of Ordinances.

Article 7. Billing and Payment.

7.1 On or before the 15th day of each month, Grand Forks shall prepare a bill for East Grand Forks. Such a bill shall become due and payable within thirty (30) days from the billing date. Any balance remaining unpaid thirty (30) days from the date issued shall be considered delinquent and accrue a delinquent surcharge of twelve percent (12%) per annum.

7.2 All billings for wastewater service by Grand Forks to East Grand Forks shall be based upon the readings of the measuring devices taken at the Master Wastewater Meter. Readings taken at the Master Wastewater Meter will be cross checked monthly with redundant flow measuring at the East Grand Forks Master Wastewater Pump Station.

7.3 In the event of the failure of flow measuring devices at the Master Wastewater Meter, the redundant flow measuring at East Grand Forks Master Wastewater Pump Station will be used for the purpose of determining billing amounts pursuant to this agreement. If both flow measuring devices fail or if there is a significant discrepancy between flow measuring devices, for the purpose of determining the billing amounts pursuant to this Agreement, it will be assumed that during any period of inoperability or discrepancy of the measuring device (s), the flow was at the average daily volume as during the same time period during the three (3) preceding years. If the most recent three year flow record is unavailable, or flows have changed significantly over the preceding three years, then an alternate method as mutually agreed upon by the parties may be used to determine flow during the periods of inoperability or discrepancy of the monitoring device.

Article 8. Industrial Pretreatment Program.

8.1 Grand Forks and East Grand Forks shall work cooperatively in all pretreatment program requirements to insure Grand Forks Wastewater System performance and regulatory compliance.

8.2 East Grand Forks shall insure that its discharge into the Grand Forks Wastewater System shall be in conformance with the provisions of its Industrial Wastewater Permit. The terms and provisions of the Industrial Wastewater Permit issued on annual basis by Grand Forks to East Grand Forks shall be incorporated herein by reference.

8.3 To the extent allowed by law, both Grand Forks and East Grand Forks shall enforce all federal, state and local laws as they relate to the development, construction, maintenance and operation of their respective Wastewater Systems including all pretreatment provisions imposed by law or permit.

Article 9. Monitoring, Sampling and Measurement of Wastewater.

9.1 Grand Forks agrees to maintain an automatic flow measuring and recording system for the purpose of accurately measuring the flow from East Grand Forks at the Master Wastewater Meter and Sampling Structure located near Grand Forks Master Pump Station 17 immediately prior to connection to the Grand Forks Trunk Forcemain System. In addition, East Grand Forks agrees to provide, install and maintain at its costs and expense a Redundant Wastewater Meter for the purpose of automatic flow measuring and recording to accurately measure the flow from East Grand Forks at the East Grand Forks Master Wastewater Pump Station.

9.2 East Grand Forks shall cooperate with and assist Grand Forks to maintain the operation of Project Instrumentation and Controls including the Supervisory Control and Data

Acquisition (SCADA) system components within East Grand Forks Master Wastewater Pump Station, Master Wastewater Meter and Sampling Structure, and Grand Forks Master Pump Station 17, which will assist with the control, monitoring, and metering of East Grand Forks' Wastewater. SCADA readings will be electronic and/or radio and available instantaneously in real-time.

9.3 The records and reports from such measuring devices shall be maintained by Grand Forks and made available to East Grand Forks.

9.4 Grand Forks shall coordinate the inspection, testing and calibration of flow measuring devices at the Master Wastewater Meter and Sampling Structure. The Master flow measuring device shall be calibrated at least annually.

9.5 East Grand Forks shall coordinate the inspection, testing, and calibration of the Redundant flow measuring device at least annually at the East Grand Forks Master Wastewater Pump Station.

9.6 A certified copy of the inspection and test results of such flow measuring devices shall be provided respectively to Grand Forks and East Grand Forks promptly after completion. Representatives of Grand Forks and East Grand Forks shall be allowed to inspect such devices and reports at any reasonable time. In the event any East Grand Forks measuring, monitoring or testing device should fail and is not repaired within ten (10) days by East Grand Forks, Grand Forks may repair the same. If Grand Forks performs any such repairs, Grand Forks shall provide East Grand Forks with an itemized invoice of the actual costs and expenses incurred for the repair. Similarly, in the event any Grand Forks measuring, monitoring or testing device should fail and is not repaired within ten (10) days by Grand Forks, East Grand Forks may repair the same. If East Grand Forks performs any such repairs, East Grand Forks shall provide Grand Forks with an itemized invoice of the actual costs and expenses incurred for the repair.

9.7 At the date of this Agreement, the Grand Forks Wastewater System has the capacity to accept East Grand Forks Wastewater and volumes up to the quantities and standards set forth below. East Grand Forks agrees to operate its Wastewater Equalization Basin so as to not exceed the defined capacities set forth below. Furthermore and for the purposes of accommodating an emergency interruption of wastewater service, East Grand Forks agrees to maintain redundant equalization storage above and beyond what is necessary to maintain the agreed upon flow rates with a volume equivalent to 7 days of average wet weather flow:

2015 Baseline Variable COSA Flow Allocation	0.94 MGD
Baseline Fixed COSA Capacity Allocation	1.20 MGD
Peak Instantaneous flow rate	1.50 MGD
2035 Future Design Average Wet Weather Flow rate	1.90 MGD
7-days Redundant Equalization Storage*	13.3 MG

*East Grand Forks agrees to provide standard equalization storage equivalent to 14 days of average wet weather flow. The stated 7-days redundant equalization storage is in addition to the standard equalization storage and is intended to provide wastewater storage in the event of an emergency interruption of wastewater service while standard equalization is already being utilized for normal wet weather flow management.

9.8 Should emergency interruption of wastewater service become necessary, Grand Forks and East Grand Forks agree it is in the interest of both parties to work cooperatively to determine a satisfactory response plan to best accommodate the needs of both entities. Upon execution of this agreement, the Cities' operational staff will develop emergency operational protocols to address an event should it occur.

9.9 East Grand Forks may discharge Wastewater to the Grand Forks Wastewater System in excess of that set forth in this Agreement, provided that such discharge is approved by Grand Forks and such discharge does not adversely affect the operation or condition of the Grand Forks Wastewater System or the ability of the Grand Forks Wastewater System to continue normal operations. Discharge of Wastewater in excess of that set forth in this Agreement shall not create or be construed as a right of East Grand Forks to continue to discharge Wastewater in

such amount or condition. The discharge of such excess Wastewater may result in additional charges by Grand Forks.

9.10 **Reserve Capacity:** Because conditions of development within the City of East Grand Forks may change resulting in Wastewater flows and loadings ultimately exceeding those estimated in Article 9.7, East Grand Forks may elect for Grand Forks to reserve additional available capacity in the Grand Forks Wastewater System for the sole benefit and use of East Grand Forks. An additional cost for this reserve capacity would be developed based upon the COSA methodology for fixed cost allocation as utilized for the rates established in Article 6.

Section 9.11 is limited to the excess capacity that is available in the Grand Forks Wastewater System for the infrastructure in service at time of the inception of this agreement and does not include any future capacity expansions or upgrades to the Grand Forks Wastewater System. Prior to granting any Reserve Capacity allocation to the City of East Grand Forks, Grand Forks reserves the right to review the need for any available capacity for other users of the Grand Forks Wastewater System.

9.12 **Testing and Sampling:** Grand Forks shall perform all testing and sampling of wastewater and determine the type of tests to be performed, frequency of sampling, limits for test compliance, sampling methods (composite or grab), and points of sampling. Said parameters are subject to change from time to time at Grand Forks' sole discretion. Such changes do not require renegotiations of this Agreement. At a minimum, annual sampling will be performed, with composite sampling being performed at East Grand Forks Secondary Wastewater Sampling Point and quarterly grab sampling being performed at the Master Wastewater Meter and Sampling Structure. East Grand Forks will provide appropriate access as determined by Grand Forks in order for Grand Forks staff to perform testing and sampling at East Grand Forks Master Pump Station.

9.13 **Wastewater Reuse:** Grand Forks and East Grand Forks recognize the potential

for Grand Forks to reuse wastewater for a beneficial purpose with the potential for sale of recycled wastewater. The City of East Grand Forks grants all rights to the use or reuse of wastewater conveyed through the system to the City of Grand Forks, subject to the revenue credit as provided in this section. If deemed that revenues received from the sale of recycled wastewater exceed the cost to provide recycled wastewater to future users, the revenues ~~may are~~ intended to be allocated to the Grand Forks Wastewater Enterprise Fund to offset costs of operations. Such cost offset will be proportionally allocated to the users of the Grand Forks Wastewater System in a similar manner that costs are allocated to users of the Grand Forks Wastewater System in the COSA.

Article 10. Responsibilities of Grand Forks.

10.1 Grand Forks shall coordinate and collaborate with East Grand Forks the planning, design, bidding assistance, and construction observation of the Grand Forks portions of the Project.

10.2 Grand Forks shall operate and maintain the Grand Forks Wastewater System in compliance with all applicable local, state and federal laws and regulations.

10.3 Grand Forks shall coordinate and collaborate with East Grand Forks the application for appropriate permits from the North Dakota State Health Department, North Dakota Department of Transportation, and the North Dakota State Water Commission, or any other applicable regulatory agency, as necessary for the Project.

10.4 Grand Forks shall own all interconnection Wastewater facilities from the Connection Point to the point of connection to the Grand Forks Trunk Forcemain.

10.5 Grand Forks shall be responsible for any and all maintenance and repair of Wastewater Facilities including the Grand Forks Wastewater Interconnect Forcemain located

downstream from the Connection Point (see Exhibit 1) to the point of connection to the Grand Forks Trunk Forcemain System

10.6 Grand Forks shall provide easement to East Grand Forks to construct the interconnect project and to access, operate, maintain and repair the portion of the East Grand Forks Wastewater System located in Grand Forks.

Comment [LSB1]: Mr. Swanson will revise this language to match the language in the MOU

Article 11. Responsibilities of East Grand Forks.

11.1 East Grand Forks shall bid and construct the entire interconnect project, including the interconnect infrastructure to be owned, operated, and maintained by the City of Grand Forks; which includes the Grand Forks Interconnect Forcemain and appurtenances as described herein from the Connection Point to the point of connection to the Grand Forks Trunk Forcemain System. Grand Forks and East Grand Forks have executed a Memorandum of Understanding separate from this agreement (~~attached as Exhibit 3~~) which outlines the requirements associated with the bidding, construction, financing, ownership and transfer of ownership of the Interconnect Project.

11.2 East Grand Forks shall be responsible for all appropriate permit applications for project work in Minnesota and the permit application for crossing the North Dakota portion of the Red River of the North.

11.3 East Grand Forks shall operate and maintain the East Grand Forks Wastewater System in accordance with applicable local, state and federal requirements.

11.4 East Grand Forks shall, at its cost, ~~shall~~ be responsible for any and all maintenance and repair of Wastewater Facilities at all points up to the Connection Point.

11.5 East Grand Forks shall maintain sufficient volume and capacity in its Wastewater

Equalization Basin to accommodate interruptions of service, flows in excess of Grand Forks Wastewater System capacity, or flows in excess of the limits provided in this Agreement.

Article 12. Control and Ownership of Wastewater Systems.

12.1 East Grand Forks and Grand Forks shall control, own, operate and maintain their respective Wastewater Collection Systems, except for sewer lines, force mains and/or interceptors that may be constructed for the sole purpose of accommodating the receipt of East Grand Forks Wastewater.

12.2 Except as otherwise provided herein, East Grand Forks shall have no ownership rights in, to or over the Grand Forks Wastewater System nor shall it have any rights to control or operate such system.

12.3 Except as otherwise provided herein, Grand Forks shall have no ownership rights in, to or over the East Grand Forks Wastewater System nor shall it have any rights to control or operate such system.

12.4 Except as otherwise provided herein, East Grand Forks shall have no right to participate in the management and operation of the Grand Forks Wastewater System by reason of its participation under this Agreement.

12.5 Except as otherwise provided herein, Grand Forks shall have no right to participate in the management and operation of the East Grand Forks Wastewater System by reason of its participation under this Agreement.

Article 13. Enforcement of Regulation of Wastewater Discharge Requirements.

13.1 If East Grand Forks is discharging prohibited Wastewater into the Grand Forks

Wastewater System, the cities shall cooperate in taking forthright action to prohibit the prohibited flow. Both parties agree that depending upon the seriousness of the harm being done or the potential for harm to be done to the Grand Forks Wastewater System or the health, safety and environment, and with notice to East Grand Forks, Grand Forks may temporarily suspend services to be provided under this Agreement until resolution of the problem flow.

13.2 If East Grand Forks is discharging Wastewater in excess of the accepted concentration or flows set forth in the Industrial Wastewater Permit issued by Grand Forks to East Grand Forks, Grand Forks may impose a surcharge. East Grand Forks shall pay the surcharge whether it collects such amount from the offending facility or not.

13.3 **Corrosion and Hydrogen Sulfide:** The parties recognize that hydrogen sulfide is a common corrosion and health/safety problem in wastewater collection systems and that the biochemical interactions of hydrogen sulfide are complex and difficult to accurately predict. As such, East Grand Forks agrees to limit hydrogen sulfide concentrations to 10 parts per million (ppm) or less (8 hour average basis) with peak concentrations of 20 ppm or less from the discharge of the East Grand Forks Forcemain to Grand Forks Wastewater Interconnect Forcemain through operational control or chemical based control. Monitoring will occur at the Master Wastewater Sampling Point. All costs associated with the compliance with this paragraph shall be the responsibility of East Grand Forks.

Article 14. General Provisions.

14.1 East Grand Forks is authorized to enter into this Agreement under the laws of the State of Minnesota, including Minnesota Statutes Section 471.59

14.2 Grand Forks is authorized to enter into this Agreement under the laws of the State of North Dakota, including N.D.C.C. Chapter 54-40.3.

14.3 Grand Forks and East Grand Forks shall make available for review all records relating to the matters covered by this Agreement.

14.4 Grand Forks and East Grand Forks shall work cooperatively in the enforcement of their respective sewer use ordinances and all applicable local, state and/or federal law.

14.5 If Grand Forks determines that a characteristic of East Grand Forks' flow causes or contributes to the degradation of the Grand Forks Wastewater System, despite the Cities' compliance with the developed operation, monitoring and maintenance schedules, all applicable NPDES permits, sewer use ordinances and pretreatment requirements, Grand Forks shall notify East Grand Forks in writing and shall establish not less than 30 days for East Grand Forks to initiate any corrective action, which may include investigation, testing and inspection. If East Grand Forks fails to act in good faith by the initiation of a cure within 30 days of the notice and correct the noncompliant characteristic within 30 days of notice, Grand Forks may take corrective action and assess the cost of the action to East Grand Forks.

14.6 This Agreement is subject to the lawful rules, regulations, decisions, orders or directives of the U.S. Environmental Protection Agency (EPA) and of any agency of the state and/or federal government with jurisdiction over the parties or subject matter of this Agreement.

14.7 East Grand Forks shall have the right to discharge into the Grand Forks Wastewater System domestic, commercial and industrial wastewater as long as East Grand Forks complies with the provisions of this Agreement, applicable law and all applicable permits.

Article 15. Disputes and Remedies.

15.1 Scope of Dispute Resolution. The parties acknowledge that disputes regarding the interpretation or application of this Agreement may arise from time to time and agree that, subject to other provisions of this Agreement, each shall attempt to resolve such disputes

according to the provisions of this article, unless otherwise provided in this Agreement. The parties do not intend to limit the kind of disputes or disagreements arising under this Agreement, which may be submitted to the dispute resolution procedures as set forth herein.

15.2 Request for clarification. In the event of an issue or question by either party regarding any aspect of this Agreement, both parties shall attempt to resolve that issue or answer that question amicably before proceeding to the remedies set forth in this article. Such resolution effort shall include communication between the parties outlining the particular issues, proposed solutions, and any other items necessary to resolve the dispute. The parties agree that the request for clarification and any responses thereto should be completed no later than thirty (30) calendar days after the request for completion is made.

15.3 Negotiation. When a disagreement or dispute arises over interpretation or application of any provision of this Agreement and such dispute does not constitute an event of default, the parties will each direct staff members as they deem appropriate to meet at a mutually convenient time and place to attempt to resolve the disagreement or dispute through negotiation.

15.4 Mediation. When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, or unable to negotiate an interpretation or application of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting the respective grievances to mediation.

15.5 Arbitration. If mediation is not used or is unsuccessful, the parties may mutually agree to submit the dispute to binding arbitration. If the parties are unable to agree upon a single arbitrator, then each party shall appoint an arbitrator. The two arbitrators shall choose a third arbitrator. In the event that arbitrators are not designated by either party, then the other party may apply to the presiding judge of the Northeast Central Judicial District to appoint the required arbitrator. The arbitrator shall proceed according to the North Dakota statutes governing the arbitrators and the award of the arbitrators shall have the affect provided

therein. The arbitration shall take place in Grand Forks County, North Dakota. The fees and expenses of a single or any third arbitrator shall be shared equally by the parties. Each party shall pay their own arbitrator. The arbitrators may allow discovery and may grant any remedy or relief which arbitrators deem just and equitable and within the scope of the Agreement of the parties, including, but not limited to, specific performance of any obligation contained under this Agreement, any interim or provisional relief that is necessary to protect the rights or property of the parties, or imposition of fees or damages, and/or the imposition of sanctions for abuse or frustration of the arbitration process. NORTH DAKOTA CENTURY CODE Chapter 32-29.3 shall govern the arbitrability of all disputes; the arbitrator shall not have authority to award punitive damages; the arbitrator's award may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees.

15.6 Adjudication: When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation or application of any provision of this Agreement, or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party may seek relief through initiation of an action in a court of competent jurisdiction. Notwithstanding the provisions of this Article, upon breach, violation, or default of any provision of this Agreement by either party or dispute hereunder, the non-breaching, non-violating, or non-defaulting party shall be entitled to pursue any additional remedies it may have at law or equity including, but not limited to, injunctive relief and specific performance of this Agreement in accordance with its terms.

Article 16. Indemnification. To the greatest extent allowed by law, each party shall indemnify and hold the other party harmless from and against any and all claims, costs, charges and expenses, including, without limitation, attorney's fees, expert witness fees, costs and disbursements which may be imposed against either City by any of the following occurring during the term of this Agreement:

- A. Any negligent or tortuous act, error or omission of either city or any of its

personnel, employees, subcontractors or consultants in the construction, operation or maintenance of either city's Wastewater System.

- B. Any failure by either city or any of its personnel, employees, subcontractors or consultants to perform its obligations, either express or implied, under this Agreement, or any negligent or tortuous act, error or omission of either city, its personnel, employees, consultants or subcontractors related to this Agreement.
- C. Provided, however, nothing in this Agreement shall constitute or be construed as a waiver of any governmental immunity provided under North Dakota or Minnesota law.

Article 17. Compliance with Applicable Laws. East Grand Forks shall adopt, maintain and enforce the following in such a manner as to at all times comply with the Clean Water Act of 1972 and any further or supplementary amendments thereto:

- A. A system of charges to insure that East Grand Forks is able to pay its proportionate share of the cost of operation, maintenance, expansion, rehabilitation and improvement of the Grand Forks Wastewater System.
- B. An ordinance related to sewer use containing provisions that are, at a minimum, as stringent as Grand Forks' code provisions appearing in Chapter XV of the Grand Forks City Code.
- C. An ordinance or other rules or regulations to insure discharge compliance with any Industrial Wastewater Permit issued by Grand Forks to East Grand Forks.
- D. East Grand Forks shall not allow any user from outside its respective corporate limits to discharge Wastewater into its sewer system without the prior written approval of Grand Forks.

Article 18. Miscellaneous Provisions.

18.1 No Waiver. The failure of either party to this Agreement to insist upon compliance of any provision of this Agreement shall not constitute a waiver by said party of its rights to enforce any such provision or other provisions of this Agreement.

18.2 Changes in Law Incorporated. Any provision of this Agreement which refers to a federal, state or local law, regulation, standard or industry guideline, shall be construed to refer to the most current applicable version of the same so as to insure that the requirements of this Agreement are consistent at all times with the currently applicable requirements and standards.

18.3 Nonassignable Agreement. Neither party may assign any right under this Agreement, and any purported assignment shall be null and void.

18.4 Interpretation of Agreement. This Agreement, or any portion thereof, shall not be interpreted by a court of law or arbitrator to the detriment of a party based solely upon that party's authorship of the Agreement or any provision contained herein. Each party has been involved in the drafting and preparation of this Agreement and it is hereby expressly agreed that any uncertainty or ambiguity contained herein shall not be construed for or against any party. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

18.5 Governing Law. Except as expressly stated herein, this Agreement shall be made pursuant to and shall be construed in accordance with the laws of the State of North Dakota.

18.6 Relationship of Parties. Neither the execution nor delivery of this Agreement nor actions to complete this Agreement shall create or constitute a partnership, joint venture, joint enterprise or any other form of business organization or arrangement between the parties, except for the contractual arrangements specifically set forth herein. Except as set forth herein, no party, or any of its agents, officers or employees, has any power to assume or create any

obligation on behalf of the other party.

18.7 Modification or Amendment to Agreement. Except as otherwise provided herein, this Agreement shall not be modified, amended or altered except upon the written agreement of Grand Forks and East Grand Forks, duly executed and adopted by the City Council of each municipality.

18.8 Modification/Amendment of Ordinances and/or Rules. Whenever either party intends to amend its sewer use ordinance and/or any rules or regulations related to the operation of its Wastewater System that may affect the other party, except or otherwise provided herein, such party shall notify the other party in writing and provide a sixty (60) day review and comment period.

18.9 No Rights to Third Parties. This Agreement is between Grand Forks and East Grand Forks only and creates no rights in or to third parties as beneficiaries of this Agreement. Nothing in this Agreement is intended or shall be construed or conferred upon, or give to, any person or entity other than the parties hereto, any right, remedy or claim under or by reason of this Agreement; or any covenants, terms, conditions and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties. Nothing in this Agreement is intended to interfere with any agreements of any party with any third party.

18.10 Severability. In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

18.11 Headings and Captions. Headings and captions contained in this Agreement

are for convenience only and are not intended to alter any provisions of the Agreement.

18.12 Entire Agreement. The terms, covenants, conditions and provisions of this Agreement, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

18.13 Notice. Any notices required under the provisions of this Agreement shall be in writing, and sufficiently given if delivered in person or sent by U.S. Mail, postage prepaid, as follows:

If to Grand Forks: Mayor
Grand Forks City Hall
255 North 4th St.
Grand Forks, ND 58203

If to East Grand Forks Mayor
East Grand Forks City Hall
600 DeMers Avenue
East Grand Forks, MN 56721

18.14 Counterparts. This Agreement may be executed in as many counterparts as the parties deem necessary and each counterpart, so executed, shall be considered one and the same instrument.

18.15 Force Majeure. By reason of Force Majeure, if any party shall be rendered partially or wholly unable to carry out its obligations under this Agreement, then if such party shall give notice in writing and full particulars of Force Majeure to the other party immediately after occurrence of the event or cause rely upon, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, with the exception of any obligation of East Grand Forks to pay for services actually received from Grand Forks hereunder, shall be suspended during the continuance of the inability then claimed, and such party shall endeavor to use its best

efforts to remove or overcome such inability with all reasonable dispatch.

18.16 Remedies. All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively.

18.17 Consent. Whenever a party's consent is required under this Agreement, it shall not be unreasonably withheld.

Article 19. Grand Forks/East Grand Forks Intermunicipal Wastewater Advisory Board.

19.1 There is hereby established an Advisory Board which shall consist of three members as appointed by the East Grand Forks City Council and three members as appointed by the Grand Forks City Council. In addition, if in the future Grand Forks provides regional wastewater service to additional regional customers, members from each respective regional customer community may be added to the Advisory Board. The Board may elect a chair and vice-chair from among its members. The Board shall meet on an as-needed basis at the call of the chair or vice-chair.

19.2 The Advisory Board may provide non-binding recommendations to Grand Forks in areas concerning Grand Forks Wastewater System operations, budgets, improvements, policies, permits, and procedures.

19.3 The Board may perform such other functions as may be delegated by the concurrence of the Grand Forks and East Grand Forks City Councils.

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

CITY OF GRAND FORKS,
a North Dakota municipal corporation

-28-

By: _____
_____, Its _____

CITY OF EAST GRAND FORKS,
a Minnesota municipal corporation

By: _____
_____, Its _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EAST GRAND FORKS, MINNESOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2016 by and between the **City of Grand Forks, North Dakota**, a North Dakota municipal corporation, hereinafter referred to as “Grand Forks” and the **City of East Grand Forks Minnesota**, a Minnesota municipal corporation, hereinafter referred to as “East Grand Forks”.

WHEREAS, Grand Forks owns and operates a Wastewater system, including facilities for the conveyance and treatment of domestic, commercial and industrial Wastewater;

WHEREAS, the Grand Forks Wastewater System has capacity for the conveyance and treatment of additional Wastewater;

WHEREAS, East Grand Forks is in need of services and capacity for the treatment of Wastewater;

WHEREAS, Grand Forks and East Grand Forks deem it to be in the public interest to enter into this Agreement whereby Grand Forks would receive and treat East Grand Forks’ Wastewater;

WHEREAS, East Grand Forks is responsible for all study, design, engineering, construction costs, and to bid and oversee the entire interconnect project;

WHEREAS, Grand Forks and East Grand Forks have entered into an Intermunicipal Agreement for Conveyance and Treatment of Wastewater Between the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota;

WHEREAS, the purpose of this MOU is to set forth further agreements by and between the parties as they relate to the ownership, transfer of ownership, bidding, construction and financing of the interconnect project.

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

1. **Intent of Memorandum of Understanding.**

This agreement is intended to supplement the Intermunicipal Agreement for Conveyance and Treatment of Wastewater entered into by and between the parties hereto. It is further the intent of this agreement to provide additional terms relating to the ownership, transfer of ownership, bidding, construction and financing of the interconnect project. In the event of a conflict between the terms of the Intermunicipal Agreement for Conveyance and Treatment of Wastewater between the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota and this Memorandum of Understanding, the terms contained in this Memorandum of Understanding shall prevail.

2. **Duties and Obligations of the City of East Grand Forks.**

2.1 The City of East Grand Forks shall bid the entire project. The project shall be bid with two separate proposals. Proposal number 1 will be the East Grand Forks components to the manhole on the dry side of the Grand Forks flood protection levee. Proposal number 2 will be the Grand Forks components from the manhole on the dry side of the Grand Forks flood protection levee to Lift Station No. 7.

2.2 The City of East Grand Forks shall administer the construction of the project, including proposal number 1 and proposal number 2.

2.3 The City of East Grand Forks, upon completion of construction, shall transfer to the City of Grand Forks such wastewater interconnect infrastructure that is located within the City of Grand Forks downstream from the connection point for inclusion in the Grand Forks wastewater system. Said infrastructure is shown on Exhibit A which is attached hereto and incorporated herein by reference.

2.4 The East Grand Forks Engineer will prepare documentation for all contractor payments and construction inspection invoices for proposal number 1 and submit such invoice to the City of East Grand Forks for payment. The City of East Grand Forks shall make timely payment of such invoices.

2.5 The City of East Grand Forks shall timely pay connection fee invoices submitted by the City of Grand Forks for payment of inspection and construction costs incurred or to be incurred by the City of Grand Forks for the inspection and construction of proposal number 2 of the project. East Grand Forks shall make payment upon such invoices in increments. The first payment shall be the amount equal to 25% of the anticipated project inspection and construction costs to be incurred by the City of Grand Forks. Thereafter, payment shall be made incrementally at 50%, 75% and 100% of project completion.

3. **Duties and Obligations of the City of Grand Forks.**

3.1 The City of Grand Forks will obtain consulting services from AE2S including the preparation of contract payments and construction inspection invoices for proposal number 2.

The City of Grand Forks shall make timely payment upon such invoices. The City of Grand Forks shall provide copies of all construction and inspection invoices relating to proposal number 2 to Widseth, Smith and Nolting, project consultant for East Grand Forks.

3.2 The City of Grand Forks shall pay all inspection and construction costs incurred for the completion of proposal number 2. The City of Grand Forks shall submit connection fee invoices for payment by the City of East Grand Forks. The first invoice shall be submitted upon award of the contract by the City of East Grand Forks and shall be in the amount of 25% of the anticipated inspection and construction costs for proposal number 2. The first invoice shall be paid by the City of East Grand Forks as a downpayment. Subsequent invoices shall be submitted by the City of Grand Forks to the City of East Grand Forks at increments of 50%, 75% and 100% of the project completion. The connection fee invoices shall include the costs of inspection and construction of proposal number 2 paid by the City of Grand Forks.

3.3 The City of Grand Forks will provide the City of East Grand Forks with copies of invoices for inspection and construction services paid by the City of Grand Forks. Such copies shall be attached to the connection fee invoices submitted by the City of Grand Forks to the City of East Grand Forks. The City of Grand Forks will cooperate with the City of East Grand Forks in providing sufficient information for the City of East Grand Forks to include such connection fees in a Public Facilities Authority disbursement form.

3.4 The City of Grand Forks shall provide to the City of East Grand Forks construction easement(s) for the construction of proposals 1 and 2 that occurs within the Grand Forks city limits. In addition, the City of Grand Forks shall provide to the City of East Grand Forks an easement for the operation and maintenance of the wastewater interconnect infrastructure maintained by the City of East Grand Forks within the Grand Forks city limits, including the connection point and all downstream infrastructure to Grand Forks Master Pump Station No. 17.

3.5 The City of Grand Forks, upon completion of construction and tender by the City of East Grand Forks, shall accept the wastewater interconnect infrastructure constructed as part of the project proposal to and located from the connection point downstream to be included in the Grand Forks wastewater system. Said infrastructure is also shown on attached Exhibit A which is incorporated herein by reference.

4. **Term and Termination.**

4.1 Effective Date. This MOU shall be effective upon execution by the Parties hereto.

4.2 Term. Once entered into, the term of this MOU shall continue indefinitely until terminated pursuant to 4.3.

4.3 Termination. The MOU shall terminate upon transfer of the newly constructed wastewater interconnect infrastructure that is located within the City of Grand Forks to be included in the Grand Forks wastewater system.

4.4 Survival of Obligations. Except as the Parties may otherwise agree in writing, the obligations, duties, and powers specified in the MOU shall survive termination of this MOU for events occurring prior to termination.

5. Representations and Covenants. Each Party represents and covenants to the other Party that it is and shall remain during the term of this MOU validly existing and in good standing pursuant to all applicable laws relevant to this MOU, that it has undertaken all actions required to enter into this MOU, that it is subject to no restriction that prevents it from entering into and performing pursuant to this MOU

6. No Rights Created for the Benefit of Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this MOU shall be construed or deemed to confer any right or benefit on, or create any duty to, or standard of care with reference to, any third party.

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

CITY OF GRAND FORKS,
a North Dakota municipal corporation

By: _____
Its _____

By: _____
Its _____

CITY OF EAST GRAND FORKS,
a Minnesota municipal corporation

By: _____
Its _____

By: _____
Its _____

RESOLUTION NO. 16 – 02 – 26

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 23491 for a total of \$648.87.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$648.87 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on February 16, 2016.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: February 16, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th day of February, 2016.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 23491 for a total of \$648.87.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on February 16, 2016.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: apassa
 Printed: 2/12/2016 - 10:44 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
23462	02/16/2016	ADV001	Advanced Business Methods Inc	312.14	0
23463	02/16/2016	AME005	Ameripride Linen & Apparel Services	122.46	0
23464	02/16/2016	AQU001	Aqua Water Solutions	37.45	0
23465	02/16/2016	ASC001	ASC Construction Equipment USA, Ir	1,829.33	0
23466	02/16/2016	BLU003	Blue Line Club	9,300.00	0
23467	02/16/2016	BOB001	Bobcat of Grand Forks	4,256.00	0
23468	02/16/2016	BOR001	Border States Electric Supply	175.20	0
23469	02/16/2016	C&R001	C&R Laundry & Cleaners	179.20	0
23470	02/16/2016	CAN001	Canon Financial Services	128.00	0
23471	02/16/2016	COL002	Cole Papers Inc	392.86	0
23472	02/16/2016	CRO001	Crookston City	2,566.47	0
23473	02/16/2016	DAK001	Dakota Alarm	180.00	0
23474	02/16/2016	DAK006	Dakota TV & Appliance	1,188.00	0
23475	02/16/2016	DAS001	Dash Medical Gloves	121.80	0
23476	02/16/2016	DOC001	Docu Shred Inc	110.78	0
23477	02/16/2016	DVS001	DVS Renewal	240.00	0
23478	02/16/2016	EXP002	Exponent	1,152.90	0
23479	02/16/2016	FER001	Ferrellgas	452.88	0
23480	02/16/2016	FIR010	First Call	320.13	0
23481	02/16/2016	ODL001	Fitzgerald, Reynolds & Harbott PLLP	529.00	0
23482	02/16/2016	FOR009	Forx Builders Association	395.00	0
23483	02/16/2016	G&K001	G&K Services	146.78	0
23484	02/16/2016	GAL003	Galstad Jensen & McCann PA	12,389.11	0
23485	02/16/2016	GEO001	George's Quick Printing	658.00	0
23486	02/16/2016	GFC001	GF City Utility Billing	13,346.96	0
23487	02/16/2016	GFW001	GF Welding & Machine	332.65	0
23488	02/16/2016	GGF001	GGF Convention & Visitors Bureau	2,535.87	0
23489	02/16/2016	GMP001	Greater Minnesota Partnership	1,000.00	0
23490	02/16/2016	GRE013	Greater MN Parks and Trails	150.00	0
23491	02/16/2016	HAR001	Hardware Hank	648.87	0
23492	02/16/2016	HEA001	Heartland Paper	84.00	0
23493	02/16/2016	HUG001	Hugo's	34.11	0
23494	02/16/2016	IND004	Industrial Chem Labs & Services Inc	476.06	0
23495	02/16/2016	INT009	International Public Management Assc	416.75	0
23496	02/16/2016	INT006	Interstate Power Systems	3,525.18	0
23497	02/16/2016	LEA001	League of MN Cities	2,040.00	0
23498	02/16/2016	LIT001	Lithia Payment Processing	464.73	0
23499	02/16/2016	MAR004	Marco	80.69	0
23500	02/16/2016	MCD001	McDonald's of EGF	191.08	0
23501	02/16/2016	MIK001	Mike's Pizza	218.28	0
23502	02/16/2016	MHF001	Minnesota Housing Finance Agency	500.00	0
23503	02/16/2016	MIT001	Mitch Yoney Snow Removal	280.00	0
23504	02/16/2016	MNC004	MN Chief of Police Association	355.00	0
23505	02/16/2016	MND003	MN Dept of Labor & Industry	35.00	0
23506	02/16/2016	MND006	VOID****VOID****VOID*** MN I	169.00	0
23507	02/16/2016	MTI001	MTI Distributing Company	696.20	0
23508	02/16/2016	NOR004	Northern Plumbing Supply	49.44	0
23509	02/16/2016	NOR024	Northland Yard Service	457.50	0
23510	02/16/2016	NWM001	NW MN Household Hazardous Waste	354.45	0
23511	02/16/2016	PET001	Peterson Veterinarian Clinic P.C.	413.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
23512	02/16/2016	POL008	Polk County Sheriff's Office	2,594.91	0
23513	02/16/2016	PRA001	Praxair Distribution	90.77	0
23514	02/16/2016	PRE001	Premium Waters Inc	22.05	0
23515	02/16/2016	PSD001	PS Garage Doors	686.14	0
23516	02/16/2016	QUI001	Quill Corp	698.15	0
23517	02/16/2016	RDO001	RDO Powerplan OIB	5,797.73	0
23518	02/16/2016	RED001	Red River Snowmobile Club	7,890.75	0
23519	02/16/2016	RYD001	Rydell Chevrolet	32.39	0
23520	02/16/2016	SAF002	Safety Kleen Corp	2,449.35	0
23521	02/16/2016	SCH031	Schmitz Builders, Inc.	58,778.65	0
23522	02/16/2016	SEA001	SeaChange Print Innovations	3,355.86	0
23523	02/16/2016	SPI001	Paul Spielman	575.80	0
23524	02/16/2016	STO001	Stone's Mobile Radio Inc	2,233.73	0
23525	02/16/2016	SUN002	Sun Dot Communications	89.99	0
23526	02/16/2016	CHA001	The Chamber of EGF/GF	440.00	0
23527	02/16/2016	TOD001	Todays Organized Living LLC	480.00	0
23528	02/16/2016	TRI001	Tristeel Manufacturing	75.20	0
23529	02/16/2016	TRU001	True Temp	183.60	0
23530	02/16/2016	UPS002	UPS Store	19.59	0
23531	02/16/2016	USB004	US Bank Equipment Finance	136.17	0
23532	02/16/2016	VAL002	Valley Truck	3,526.01	0
23533	02/16/2016	VER001	Verizon Wireless	175.15	0
23534	02/16/2016	VIL001	Vilandre Heating & A/C	258.00	0
23535	02/16/2016	VIZ001	Shane and Jessilyn Vizenor	5,000.00	0
23536	02/16/2016	WAT001	Water & Light Department	40,848.88	0
23537	02/16/2016	WIZ001	Wizard's Enterprises Inc.	590.00	0
23538	02/16/2016	ZEE001	Zee Medical Service	180.00	0
23539	02/16/2016	ZIE001	Ziegler	1,163.05	0
				204,410.23	
Check Total:					