



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – November 7, 2022 (Pages 3-4)
- E. Building Permits (Pages 5-7)

Consent Agenda - Approve the Following:

- a. Bills (Pages 8-20)
- b. Project No. 1342 (SA 40 – Sanitary Lift Station System Rehabilitation) (Pages 21-25)
 - Adopt Resolution Approving Contract and Contractor's Bond, and Authorize Notice to Proceed
- c. Donation Agreement (City of Minot) (Pages 26-28)
 - Authorize signature for Donation Agreement with the City of Minot
- d. Reappointment of Brad Olson, Commissioner to the Cass County Planning Commission
- e. Reappoint of Bernie Dardis to the Greater Fargo Moorhead Economic Development Committee Board of Directors
- f. Gaming Site Authorization for Prairie Public Broadcasting. Games to be conducted: Raffles, Pull Tab Jar, Seal Board, Prize Board, Twenty-One, and Poker from November 23 through November 27, 2022 at DoubleTree at 825 E Beaton Dr (Pages 29-31)
- g. Games of Chance for Tech Team Wrestling Club. Games to be conducted: Raffle on January 12, 2023 at 524 7th Ave NE (Page 32)

Regular Agenda

- 1. Red River Regional Dispatch Center Joint Powers Agreement -- Robert Wilson (Pages 33-101)
- 2. First Reading of Ordinance 1216 -- John Shockley, City Attorney (Pages 102-104)
- 3. Storm Sewer Lift Station (SM 54) and Forcemain Rehabilitation – Phase 2 (Pages 105-113)
 - Create Project No. 4068, Approve Engineer's Report, and Authorize Engineer to prepare a Task Order for Basic Services
- 4. SheyWest Improvements (225 40th Ave W, West Fargo) (Pages 114-121)
 - Accept Petition for Improvements and Direct Engineer to prepare an Improvement Agreement
- 5. Traffic Signal at 9th Street W and 32nd Ave W (Pages 122-132)
 - Create Improvement District No. 2270, Approve Engineer's Report; and Authorize Resolution of Necessity

6. First Reading of Ordinance No. 1210 regarding the Sales and Use Tax -- John Shockley, City Attorney (Pages 133-136)
7. Police Department Community Transparency Dashboard -- Denis Otterness, Police Chief (Page 137)
8. Fire Headquarters Update -- Dan Fuller, Fire Chief
9. City Administrator's Report -- Dustin Scott, Assistant City Administrator
10. Correspondence
11. Non-Agenda Items
12. Adjourn



**West Fargo City Commission Meeting
Monday, November 7, 2022
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, November 7, 2022, at 5:30 p.m. Those present were Commissioners Bernie Dardis, Brad Olson, Mark Simmons, and Roben Anderson. Commissioner Mandy George was absent. President of the Board Bernie Dardis called the meeting to order at 5:30 p.m.

Commissioner Olson moved and Commissioner Anderson seconded to approve the order of the agenda as distributed. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the minutes from October 17, 2022 as presented. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Anderson moved and Commissioner Olson seconded to approve the Building Permit Reports as presented. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the consent agenda as presented.

- a. Bills (Pages 10-20)
- b. Right-of-Way within City limits of West Fargo (Page 21)
 - Authorize staff to initiate a soft season shutdown for all non-emergent hard surface work within the City's Right-of-Way
- c. Games of Chance for Packer Backers. Games to be conducted Raffle on December 6, 2022 at 840 11th Ave NE at West Fargo Sports Arena (Page 22)
- d. Games of Chance for Freedom Elementary PTA. Games to be conducted Bingo and Raffle on November 17, 2022 at Freedom Elementary School at 401 26th Ave E (Page 23)
- e. Games of Chance for Town Hall Bar (donated to West Fargo Rural Fire Department. Games to be conducted Raffle every Tuesday from November 8, 2022 to December 31, 2022 at Town Hall Bar at 103 Main Ave W (Page 24)
- f. Appointment of Josh Gilleland to the West Fargo Airport Authority Board
- g. Pledging of Securities Collateral September 30, 2022 (Pages 25-47)
- h. Games of Chance for North Dakota Horse Park Foundation. Games to be conducted Raffles and Poker at 825 E Beaton Drive at DoubleTree (Pages 48-49)

Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.



**West Fargo City Commission Meeting
Monday, November 7, 2022
Commission Chambers 5:30 PM**

Dustin Scott, Assistant City Administrator appeared before the Commission for approval of Project 1342 (SA 40 – Sanitary Lift Station System Rehabilitation); accept bid and quote and award contract. Following discussion Commissioner Olson moved and Commissioner Anderson seconded to approve Project 1342 (SA 40 – Sanitary Lift Station System Rehabilitation); accept bid and quote and award contract. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dustin Scott, Assistant City Administrator appeared before the Commission for approval of 7th Ave NW & 5th St Ct NW – Concrete Paving, Street Lighting, Storm Sewer; and Incidentals; create Improvement District No. 2271, approve Engineer's Report, and authorize Resolution of Necessity. Following discussion Commissioner Olson moved and Commissioner Anderson seconded to approve 7th Ave NW & 5th St Ct NW – Concrete Paving, Street Lighting, Storm Sewer; and Incidentals; create Improvement District No. 2271, approve Engineer's Report, and authorize Resolution of Necessity. Commissioners Anderson, Olson, and Simmons voted aye. Commissioner Dardis voted nay, the motion was declared carried.

In regards to the Administrator's Report, Tina Fisk, City Administrator appeared before the Commission:

1. Appointment of Bernie Dardis for the Diversion Authority Board to sit on the Planning Authority
2. Planning and Zoning meeting is Tuesday, November 8th
3. Friday, November 11th, City offices are closed for the holiday

Correspondence were passed out to each Commissioner.

There were no non-agenda agenda items.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the meeting adjourned at 5:50 p.m.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
11/15/2021**

	AS OF 11/3/2021			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 491,500.00	46		\$ 62,976,119.00
RESIDENTIAL DWELLING	10	10	\$ 3,247,400.00	267	267	\$ 88,700,779.00
RESIDENTIAL TWINHOME				4	4	\$ 837,500.00
RESIDENTIAL TOWNHOME				5	38	\$ 7,883,537.00
RESIDENTIAL MULTIPLE				1	54	\$ 6,500,000.00
PUBLIC				1		\$ 3,150,550.00
CHURCH						
ACCESSORY	6		\$ 62,650.00	166		\$ 1,611,040.00
FOUNDATION ONLY	4		\$ 114,500.00	25		\$ 6,705,500.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	5		\$ 124,500.00	62		\$ 9,630,303.00
RESIDENTIAL	6		\$ 123,140.00	167		\$ 5,118,241.00
PUBLIC				4		\$ 4,950,400.00
CHURCH				1		\$ 458,900.00
ACCESSORY				2		\$ 22,000.00
<u>BUILDING OTHER</u>						
DEMOLITION				4		\$ 40,800.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION				2	1	\$ 286,640.00
TOTALS	32	10	\$ 4,163,690.00	754	362	\$ 198,319,029.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211403	PBL Concrete	122 6th Avenue West	Christopher J Geurts	\$ 4,500.00	Residential - Foundation only
211406	Dabbert Custom Homes	5327 8th Street West	Sara & Kendall Peterson Jr	\$ 290,000.00	Residential Dwelling
211410	Western Products	1609 15th Avenue East	Eladio & Tanya Martinez	\$ 23,640.00	Remodel - Residential - Siding
211411	Dahl's Industrial Tool Co.	602 7th Avenue West	Lorenzo Lunday	\$ 3,750.00	Remodel - Residential - Egress Window
211422	Krasley Services	765 32nd Avenue West	Oakridge Condos, LLC	\$ 491,500.00	Commercial - Office Building
211398	Pro Craftman	5770 Deb Drive West	Christopher Johnson	\$ 5,520.00	Accessory - Deck
211428	Dawson Contracting	936 6th Avenue West	Stacey & Matthew Meshefski	\$ 8,000.00	Remodel - Residential - Lower Level Finish
211431	Dan Savageau Construction	1882 Charleswood Estates Drive	Adrian Orth ETAL	\$ 48,000.00	Remodel - Residential - Master Bath
211436	Thomsen Homes LLC	6053 Martin Lane West	Westport Investments LLC	\$ 173,500.00	Residential Dwelling
211439	Schmit Brothers Construction	3424 2nd Street East	Scott & Donna Selteit	\$ 15,000.00	Accessory - Deck
211414	Accessory Fabricators LLC	3262 Oak Ridge Loop East	Prairie Hill Investments, LLC	\$ 60,000.00	Remodel - Commercial
211417	James Hohertz	1116 8th Avenue West	Jacob & Brittney Clauson	\$ 15,000.00	Accessory - Deck
211197	Birian Day	3330 Sheyenne Street	Eagle Run Plaza LLP	\$ 500.00	Remodel - Commercial
211426	Cornerstone Specialties	1329 26th Avenue West	Cornerstone Specialties	\$ 180,000.00	Residential Dwelling
211430	Dabbert Custom Homes	6073 Martin Lane West	Dabbert Custom Homes	\$ 287,900.00	Residential Dwelling
211446	Radiant Homes	3724 4th Street East	Krueger Construction	\$ 475,000.00	Residential Dwelling
211447	River Bend Development	2414 Mcleod Drive East	Krueger Construction	\$ 590,000.00	Residential Dwelling
211455	Meridian Commercial Construction	567 32nd Avenue East	Four Horsemen, LLC	\$ 10,000.00	Commercial -Foundation Only
211420	Jordahl Custom Homes	1010 Albert Drive West	Jordahl Custom Homes	\$ 2,500.00	Accessory - Deck
211435	Red Leaf Custom Homes, LLC	5500 11th Street West	Red Leaf Homes, LLC	\$ 280,000.00	Residential Dwelling
211452	Jake Thompson	340 8th Street West	Brick View Apartments	\$ 4,000.00	Remodel - Commercial

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211451	Deck Builders	1504 4th Avenue East	Darrell & Cynthia Thibert	\$ 10,470.00	Accessory - Deck
211450	Deck Builders	1428 4th Avenue East	Robert & Amanda Belgarde	\$ 14,160.00	Accessory - Deck
211457	Krasley Services	3314 Oak Ridge Pond	Oakridge Condos, LLC	\$ 50,000.00	Commercial - Foundation only
211458	Krasley Services	3344 Oak Ridge Pond	Oakridge Condos, LLC	\$ 50,000.00	Commercial - Foundation only
211459	Krasley Services	3953 4th Street East	Oakridge Condos, LLC	\$ 30,000.00	Remodel - Commercial - fitup
211460	Krasley Services	3973 4th Street East	Oakridge Condos, LLC	\$ 30,000.00	Remodel - Commercial - fitup
211462	American Concrete & Excavating	514 2nd Street East	Loren Bothun	\$ 3,000.00	Remodel - Residential - Egress Window
211423	Faul Building & Repair	2925 6th Street East	Jill & Nathan Ostby	\$ 36,750.00	Remodel - Residential - Lower Level Finish
211437	Thomsen Homes LLC	858 60th Avenue West	Thomsen Homes LLC	\$ 173,500.00	Residential Dwelling
211438	Thomsen Homes LLC	6191 Martin Lane West	Westport Investments LLC	\$ 172,500.00	Residential Dwelling
211454	Building Concepts	3383 1st Street East	Edwars & Janet Osebold	\$ 625,000.00	Residential Dwelling

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 1 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104886	S	93 GATEWAY CHEVROLET	208087.00	11/01/22			
						CL 106864	208087.00
104887	S	639 SECRETARY OF STATE	36.00	11/02/22			
						CL 106879	36.00
104888	S	4553 THE LIBRARY SUPPLY LLC	1550.98	09/27/22			
						CL 106144	1550.98
104889	S	3549 WEX	2533.04	11/04/22			
						CL 107023	2533.04
104890	S	4602 MICHAEL CLARK	2080.26	11/04/22			
						CL 107025	2080.26
104891	S	289 ACME TOOLS	632.52	11/08/22			
						CL 106714	163.67
						CL 106724	255.73
						CL 106766	213.12
104892	S	779 AGASSIZ SEED COMPANY	3460.00	11/08/22			
						CL 106715	760.00
						CL 106785	2700.00
104893	S	2947 ALLSTATE PETERBILT OF FARGO	5037.50	11/08/22			
						CL 106837	5037.50
104894	S	317 AMERICAN WELDING & GAS, INC.	431.20	11/08/22			
						CL 106918	431.20
104895	S	3511 ASPEN MILLS	104.98	11/08/22			
						CL 106916	104.98
104896	S	4485 AUSTIN BRAGET	106.00	11/08/22			
						CL 106687	106.00
104897	S	2931 AUTO VALUE PARTS STORES	1650.35	11/08/22			
						CL 106707	1057.12
						CL 106767	51.45
						CL 106779	274.67
						CL 106907	227.23
						CL 106930	11.62
						CL 106964	28.26
104898	S	1695 BAKER & TAYLOR	4109.79	11/08/22			
						CL 106861	2609.52
						CL 106911	1500.27
104899	S	3366 BENJI SCHWARTZ	672.21	11/08/22			
						CL 106694	672.21
104900	S	3273 BERNIE DARDIS	390.90	11/08/22			
						CL 106903	390.90
104901	S	3489 BOLTON & MENK, INC	2120.00	11/08/22			
						CL 106940	2120.00
104902	S	3025 BONANZAVILLE	500.00	11/08/22			
						CL 106750	500.00
104903	S	26 BORDER STATES INDUSTRIES INC	644.10	11/08/22			
						CL 106796	644.10
104904	S	3512 BOUND TREE MEDICAL, LLC	723.52	11/08/22			
						CL 106934	723.52

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 2 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104905	S	73 BRAUN INTERTEC	3550.50	11/08/22		CL 107034	3550.50
104906	S	652 BRENCO CORPORATION	205.00	11/08/22		CL 106961	205.00
104907	S	3064 BRIAN WOODS	2361.60	11/08/22		CL 106747	2361.60
104908	S	3892 BURGGRAF'S ACE FARGO WEST	214.01	11/08/22		CL 106722	19.98
						CL 106847	86.97
						CL 106932	107.06
104909	S	3905 BURIAN & ASSOCIATES LLC	4421.25	11/08/22		CL 106713	4421.25
104910	S	351 BUSINESS ESSENTIALS	544.37	11/08/22		CL 106797	288.81
						CL 106853	160.52
						CL 106856	64.15
						CL 106957	24.46
						CL 106991	6.43
104911	S	39 BUTLER MACHINERY	5444.80	11/08/22		CL 106777	520.58
						CL 106784	247.38
						CL 106978	4676.84
104912	S	61 CASS COUNTY FINANCE	1628.95	11/08/22		CL 106990	1628.95
104913	S	46 CASS RURAL WATER USERS	65.18	11/08/22		CL 106808	65.18
104914	S	2909 CC STEEL LLC	217332.00	11/08/22		CL 106689	217332.00
104915	S	1512 CDW GOVERNMENT, INC	6501.24	11/08/22		CL 106735	473.80
						CL 107027	6027.44
104916	S	4108 CED	7059.88	11/08/22		CL 106761	138.48
						CL 106794	2722.90
						CL 106841	1062.50
						CL 106894	3136.00
104917	S	1623 CENGAGE GALE	23.09	11/08/22		CL 106862	23.09
104918	S	2429 CERTIFIED LABORATORIES	707.95	11/08/22		CL 106776	707.95
104919	S	3417 CHELSEA SIMDORN	14.25	11/08/22		CL 106909	14.25
104920	S	928 CHRISTIANSON'S BUSINESS FURNITURE	11288.29	11/08/22		CL 106760	721.94
						CL 106804	10566.35
104921	S	4265 CHRISTY GOULET	150.00	11/08/22		CL 106855	150.00

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 3 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104922	S	3216 CINTAS	226.05	11/08/22		CL 106793	150.70
						CL 106929	75.35
104923	S	111 CITY OF FARGO	95402.55	11/08/22		CL 106706	48407.51
						CL 106852	560.00
						CL 106877	22617.05
						CL 106970	23817.99
104924	S	999999 CITY OF WEST FARGO	73.00	11/08/22		CL 106818	73.00
104925	S	3021 CIVICPLUS	28415.47	11/08/22		CL 106803	28415.47
104926	S	1904 CODE 4 SERVICES, INC	17926.44	11/08/22		CL 106656	4783.83
						CL 106933	6797.37
						CL 106985	1577.72
						CL 107002	4767.52
104927	S	2482 CODY BEILKE	537.70	11/08/22		CL 106754	537.70
104928	S	133 COLE PAPER	715.56	11/08/22		CL 106802	366.27
						CL 106865	349.29
104929	S	999999 COLE PERKINS	300.00	11/08/22		CL 106688	300.00
104930	S	4601 COMMUNITY CO-OP	4.23	11/08/22		CL 107011	4.23
104931	S	3245 CORE & MAIN	14104.01	11/08/22		CL 106702	1687.08
						CL 106764	2408.98
						CL 106768	3332.08
						CL 106835	3983.00
						CL 106845	1937.62
						CL 106960	755.25
104932	S	47 CORWIN CHRYSLER	146.50	11/08/22		CL 106816	146.50
104933	S	65 CURT'S LOCK & KEY	93.00	11/08/22		CL 106800	93.00
104934	S	4021 CYCLE SIREN INC.	305.00	11/08/22		CL 107005	305.00
104935	S	87 DAKOTA TIRE	36.88	11/08/22		CL 106935	36.88
104936	S	90 DAKOTA UNDERGROUND	776599.72	11/08/22		CL 106690	776599.72
104937	S	4589 DAN HANSON	70.00	11/08/22		CL 106806	70.00
104938	S	4257 DANIELLE JOHN	52.50	11/08/22		CL 106875	52.50

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 4 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104939	S	856 DAVE'S WEST FARGO TIRE	29.15	11/08/22			
104940	S	999999 DCH PROPERTY MANAGMENT	116.50	11/08/22		CL 106741	29.15
104941	S	3767 DENIS OTTERNESS	648.37	11/08/22		CL 107008	116.50
104942	S	4577 DUSTIN MOHAGEN	45.50	11/08/22		CL 106752	648.37
104943	S	3365 DUSTIN SCOTT	306.25	11/08/22		CL 106857	45.50
104944	S	2100 EAGLE RUN CROSSING LLC	510.50	11/08/22		CL 106807	306.25
104945	S	4049 EAPC ARCHITECTS ENGINEERS	6075.00	11/08/22		CL 107016	510.50
104946	S	1502 EIDE BAILLY	75.00	11/08/22		CL 106980	6075.00
104947	S	545 ELECTRIC PUMP, INC	2876.00	11/08/22		CL 106882	75.00
104948	S	1841 EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC	5042.88	11/08/22		CL 106704	2876.00
104949	S	3410 ENGRAPHIX	98.50	11/08/22		CL 106928	718.08
						CL 107006	4324.80
104950	S	3722 ENVIROTECH	11115.99	11/08/22		CL 106662	15.00
104951	S	2862 ESSENTIA HEALTH	2710.00	11/08/22		CL 106986	83.50
						CL 106895	11115.99
104952	S	3443 ESSENTIA HEALTH	1909.00	11/08/22		CL 106650	59.00
104953	S	979 FARGO LINE-X	1030.00	11/08/22		CL 106744	635.00
104954	S	1648 FARSTAD OIL, INC	501.75	11/08/22		CL 106938	2016.00
104955	S	151 FEDERAL EXPRESS	42.92	11/08/22		CL 106691	1909.00
104956	S	329 FERGUSON WATERWORKS #2516	2989.82	11/08/22		CL 106824	1030.00
						CL 106925	501.75
104957	S	1812 FIRESTONE	1143.44	11/08/22		CL 106778	42.92
104958	S	3347 FIRST INTERNATIONAL INSURANCE	180.00	11/08/22		CL 106717	300.21
104959	S	2268 FLAGSHOOTER, LLC	4767.44	11/08/22		CL 106786	2689.61
						CL 106742	1143.44
						CL 106668	180.00
						CL 106738	4767.44

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 5 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104960	S	2637 FORCE AMERICA DISTRIBUTING LLC	2016.00	11/08/22		CL 106975	2016.00
104961	S	104 FORUM COMMUNICATIONS	47178.80	11/08/22		CL 106948	2750.00
						CL 107024	44428.80
104962	C S	1593 FRONTIER PRECISION, INC	0.00	11/08/22		CL 107035	
						CL 106692	
104963	* S	3063 FRONTLINE PLUS FIRE & RESCUE	1933.15	11/08/22		CL 106988	605.00
						CL 107009	1328.15
104964	S	139 FRS WORKS	33.20	11/08/22		CL 106748	33.20
104965	S	155 GALLS, LLC	12384.05	11/08/22		CL 106653	791.51
						CL 106674	1583.02
						CL 106757	6734.32
						CL 106924	315.89
						CL 107019	2959.31
104966	S	3678 GARRETT RIX	327.74	11/08/22		CL 106982	327.74
104967	S	93 GATEWAY CHEVROLET	159.39	11/08/22		CL 106772	58.34
						CL 106811	76.10
						CL 106905	24.95
104968	S	2558 GOODYEAR COMMERCIAL TIRE	1006.35	11/08/22		CL 106833	1006.35
104969	S	556 GRAINGER, INC.	278.24	11/08/22		CL 106709	196.86
						CL 106789	81.38
104970	S	3534 GRAND FORKS FIRE EQUIPMENT LLC	83.00	11/08/22		CL 106939	83.00
104971	S	2877 GREATAMERICA FINANCIAL SERVICES	442.89	11/08/22		CL 106858	442.89
104972	S	1963 GREATER FARGO MOORHEAD EDC	2121.00	11/08/22		CL 106885	2121.00
104973	S	2318 HABERDASHERY	178.95	11/08/22		CL 106667	178.95
104974	S	769 HARBOR FREIGHT TOOLS	24.98	11/08/22		CL 106813	24.98
104975	S	135 HAWKINS WTR TREATMENT	6781.64	11/08/22		CL 106891	6781.64
104976	S	3593 HOLIDAY COMPANIES	285.00	11/08/22		CL 106992	285.00
104977	S	3285 HOUSTON ENGINEERING INC.	105085.68	11/08/22		CL 106670	105085.68
104978	S	1226 HP INC.	1734.07	11/08/22		CL 106734	1649.92
						CL 107028	84.15

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 6 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104979	S	358 HUBERT OYE-SONS CONST.	4209.60	11/08/22		CL 106710	2023.76
						CL 106840	1106.00
						CL 106850	254.10
						CL 106883	825.74
104980	S	4592 INGRAM LIBRARY SERVICES	384.46	11/08/22		CL 106863	384.46
104981	S	2500 INLAND TRUCK PARTS & SERVICE	433.28	11/08/22		CL 106906	433.28
104982	S	211 INTERSTATE BATTERIES	109.60	11/08/22		CL 106795	109.60
104983	S	1012 INTERSTATE POWER SYSTEMS, INC	2966.54	11/08/22		CL 106976	2966.54
104984	S	860 ISUZU DIESEL MIDWEST	103.30	11/08/22		CL 106826	103.30
104985	S	3619 IXOM WATERCARE INC	591.35	11/08/22		CL 106830	591.35
104986	S	233 J & L SPORTS	325.29	11/08/22		CL 106998	325.29
104987	S	4597 JAKE MILLER	52.50	11/08/22		CL 106893	52.50
104988	S	811 JASON ANDERSON	207.00	11/08/22		CL 106755	207.00
104989	S	2378 JASON CARRIVEAU	374.00	11/08/22		CL 106954	374.00
104990	S	794 JASON DURA	207.00	11/08/22		CL 106753	207.00
104991	S	3466 JERRY WALLACE	63.00	11/08/22		CL 106647	63.00
104992	S	1084 JOEY PORTER	260.51	11/08/22		CL 106983	260.51
104993	S	1522 JOHNSONS PEST CONTROL	125.00	11/08/22		CL 106799	125.00
104994	S	3647 K-9 DEFENSE LLC	1800.00	11/08/22		CL 107015	1800.00
104995	S	3565 KENDEL FROST	374.00	11/08/22		CL 106953	374.00
104996	S	4543 KRAUS-ANDERSON CONSTRUCTION COMPANY	67527.73	11/08/22		CL 106666	67527.73
104997	S	4598 KUSSMAUL ELECTRONICS	356.62	11/08/22		CL 106941	356.62
104998	S	2325 KUSTOM KONCEPTS	147.04	11/08/22		CL 107003	147.04
104999	S	2508 KYLE HINRICHS	251.88	11/08/22		CL 106661	251.88
105000	S	260 LAR'S BODY SHOP	75.00	11/08/22		CL 106999	75.00

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 7 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105001	S	4595 LARSON DATA COMMUNICATIONS	2811.20	11/08/22		CL 106836	2811.20
105002	S	277 LARSONS WELDING/MACHINE	2481.37	11/08/22		CL 106967	977.82
						CL 106969	1503.55
105003	S	2466 LEXIPOL	24496.00	11/08/22		CL 106763	24496.00
105004	S	4432 LIBERTY BUSINESS SYSTEMS INC	966.87	11/08/22		CL 106729	733.72
						CL 106730	233.15
105005	S	3418 LOFFLER	49.21	11/08/22		CL 107026	49.21
105006	S	273 LUNDE LINCOLN	909.99	11/08/22		CL 106821	909.99
105007	S	711 LUTHER FAMILY FORD	143.95	11/08/22		CL 106827	55.48
						CL 106926	88.47
105008	S	3304 MAC'S - FARGO	286.88	11/08/22		CL 106725	174.98
						CL 106848	111.90
105009	S	4483 MATT BERG	242.00	11/08/22		CL 106952	242.00
105010	S	299 MENARDS	891.99	11/08/22		CL 106655	61.20
						CL 106726	294.58
						CL 106809	356.72
						CL 106846	16.35
						CL 106851	11.83
						CL 106898	9.79
						CL 106917	5.49
						CL 106942	79.29
						CL 107021	56.74
105011	S	4420 MEYER GROUP ARCHITECTURE	6958.90	11/08/22		CL 106782	6958.90
105012	S	4255 MICHAEL KNODEL	52.50	11/08/22		CL 106876	52.50
105013	S	999999 MICHELLE AHMETI	190.00	11/08/22		CL 106901	190.00
105014	S	4234 MICHELLE GLASER	35.00	11/08/22		CL 106995	35.00
105015	S	2766 MIDCONTINENT COMMUNICATIONS	674.56	11/08/22		CL 106886	368.72
						CL 107000	305.84
105016	S	1854 MIDWEST TAPE	2391.59	11/08/22		CL 106912	2391.59
105017	S	772 MINNKOTA	48.00	11/08/22		CL 106663	48.00

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 8 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105018	S	2121 MOEN PORTABLES & SEPTIC	124.25	11/08/22		CL 106762	124.25
105019	S	305 MOORE ENGINEERING INC	158324.80	11/08/22		CL 106812	1299.40
						CL 106890	157025.40
105020	S	4046 MSUM PLANETARIUM	200.00	11/08/22		CL 106908	200.00
105021	S	728 NAPA CENTRAL	19.04	11/08/22		CL 106921	19.04
105022	S	2882 NARDINI FIRE EQUIPMENT	175.70	11/08/22		CL 106900	175.70
105023	S	1031 NASETH CONSTRUCTION	40963.47	11/08/22		CL 106708	40963.47
105024	S	3428 ND DEPARTMENT OF ENVIORNMENTAL QUALITY	140.00	11/08/22		CL 106968	140.00
105025	S	723 ND POST BOARD	1350.00	11/08/22		CL 106739	1350.00
105026	S	364 NELSON INTERNATIONAL	2108.75	11/08/22		CL 106775	983.38
						CL 106817	1125.37
105027	S	271 NETCENTER TECHNOLOGIES	148989.45	11/08/22		CL 106737	2870.92
						CL 107029	146118.53
105028	S	3094 NFPA (NATIONAL FIRE PROTECTION ASSOC)	175.00	11/08/22		CL 106943	175.00
105029	S	1966 NORTH IOWA K-9	16200.00	11/08/22		CL 106936	16000.00
						CL 107017	200.00
105030	S	328 NORTHERN ENGINE & SUPPL	157.88	11/08/22		CL 106823	157.88
105031	S	3111 NORTHERN SALT INCORPORATED	23668.81	11/08/22		CL 106873	23668.81
105032	S	141 NORTHSTAR SAFETY, INC	393.68	11/08/22		CL 106648	343.69
						CL 106693	49.99
105033	S	1715 NORTHWEST TIRE INC	653.80	11/08/22		CL 106759	19.26
						CL 106919	19.26
						CL 106963	615.28
105034	S	330 NORTHWESTERN EQUIP INC.	81.52	11/08/22		CL 106832	81.52
105035	S	322 NOVA FIRE PROTECTION	625.00	11/08/22		CL 106672	625.00
105036	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1944.86	11/08/22		CL 106720	1157.04
						CL 106773	91.00
						CL 106920	526.59
						CL 106927	170.23

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 9 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105037	S	352 OK TIRE STORE - COM CTR	3201.80	11/08/22		CL 106820	147.50
						CL 106834	1080.74
						CL 106974	1973.56
105038	S	399 OLYMPIC SALES	2643.47	11/08/22		CL 106973	2643.47
105039	S	631 ONE CALL CONCEPT INC	890.50	11/08/22		CL 106958	890.50
105040	S	276 OSTROMS ACE HARDWARE	465.49	11/08/22		CL 106664	23.96
						CL 106719	7.29
						CL 106723	252.65
						CL 106769	9.96
						CL 106801	1.98
						CL 106849	13.95
						CL 106854	36.75
						CL 106871	94.96
						CL 106878	23.99
105041	S	673 PARSONS ELECTRIC	3192.00	11/08/22		CL 106703	3192.00
105042	S	903 PETE NIELSEN	426.89	11/08/22		CL 106751	426.89
105043	S	563 PETRO SERVE USA	6819.56	11/08/22		CL 107013	6819.56
105044	S	4034 PETRO SERVE USA #63	3921.72	11/08/22		CL 107012	3921.72
105045	S	1987 PETSMART	66.61	11/08/22		CL 106944	66.61
105046	S	1310 PETTYS CONSULTING, LLC	435.00	11/08/22		CL 106914	168.00
						CL 107001	267.00
105047	S	360 PIONEER RIM/WHEEL	197.09	11/08/22		CL 106962	197.09
105048	S	3921 PITNEY BOWES INC	101.97	11/08/22		CL 106860	101.97
105049	S	1483 PITNEY BOWES RESERVE ACCOUNT	1000.00	11/08/22		CL 106859	1000.00
105050	S	4594 PRAIRIE HEIGHTS COMMUNITY CHURCH	100.00	11/08/22		CL 106805	100.00
105051	S	916 PRAIRIE SUPPLY INC	2301.20	11/08/22		CL 106828	19.00
						CL 106892	1025.20
						CL 106896	1232.00
						CL 106959	25.00
105052	S	1755 PRO SWEEP INC	30062.50	11/08/22		CL 107010	30062.50
105053	S	1166 PRODUCTIVITY PLUS ACCOUNT	4359.00	11/08/22		CL 106781	59.97
						CL 106791	702.00
						CL 106872	644.28
						CL 106922	946.65
						CL 106971	2006.10

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 10 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105054	S	885 RADISSON HOTEL BISMARCK	432.00	11/08/22		CL 107032	432.00
105055	S	2982 RDO EQUIPMENT CO	692.30	11/08/22		CL 106792	692.30
105056	S	3893 RDO TRUCK CENTERS	37.20	11/08/22		CL 106977	37.20
105057	S	3204 RECORD KEEPERS	58.00	11/08/22		CL 106887	55.00
						CL 106994	3.00
105058	S	1016 RED WING BUSINESS ADVANTAGE	1223.94	11/08/22		CL 106711	1223.94
105059	S	4064 ROYAL TIRE INC	71.76	11/08/22		CL 106815	71.76
105060	S	4518 SAA: SEVENTH AVE AUTO	375.00	11/08/22		CL 106783	300.00
						CL 106822	75.00
105061	S	4238 SABRINA SYMONDS	35.00	11/08/22		CL 106996	35.00
105062	S	3353 SAM'S CLUB MC/SYNCB	104.68	11/08/22		CL 106869	104.68
105063	S	1881 SAM'S CLUB/SYNCHRONY BANK	1061.30	11/08/22		CL 106981	1061.30
105064	S	140 SANFORD AMBULANCE	345.00	11/08/22		CL 106915	174.00
						CL 106937	171.00
105065	S	454 SANITATION PRODUCTS	2592.40	11/08/22		CL 106780	894.51
						CL 106825	395.00
						CL 106897	1302.89
105066	S	999999 SARA OGUNDOLANI	300.00	11/08/22		CL 107033	300.00
105067	S	450 SCHEELS	369.33	11/08/22		CL 106743	141.86
						CL 107007	227.47
105068	S	4401 SCHWAB VOLLHABER LUBRATT SERVICE CORP	2359.00	11/08/22		CL 106947	2359.00
105069	S	2512 SCOTT DIAMOND	742.50	11/08/22		CL 106987	742.50
105070	S	459 SHERWIN WILLIAMS	237.20	11/08/22		CL 106718	182.34
						CL 106899	54.86
105071	S	2885 SHORTPRINTER	826.12	11/08/22		CL 106675	147.80
						CL 106749	44.45
						CL 106868	33.00
						CL 107014	362.47
						CL 107020	238.40

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 11 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105072	S	2655 SIMPLIFILE	190.00	11/08/22			
105073	S	4042 SIR SPEEDY	46.27	11/08/22		CL 106866	190.00
105074	S	3150 SKYHAWK TELEMATICS	521.00	11/08/22		CL 106884	46.27
105075	S	4600 SMARTFORCE TECHNOLOGIES INC	20193.17	11/08/22		CL 106989	521.00
105076	S	3528 SNACKS PLUS VENDING	201.00	11/08/22		CL 106965	20193.17
						CL 106790	129.00
						CL 106798	72.00
105077	S	2581 STALKER RADAR APPLIED CONCEPTS, INC	58.00	11/08/22		CL 106993	58.00
105078	S	4599 STATION AUTOMATION INC	5550.00	11/08/22		CL 106945	5550.00
105079	S	3516 STEIN'S INC	392.02	11/08/22		CL 106946	392.02
105080	S	999999 STEVEN ONKEN	150.00	11/08/22		CL 106758	150.00
105081	S	38 STRATA CORPORATION	1475.62	11/08/22		CL 106705	1475.62
105082	S	88 STREICHER'S INC	283.49	11/08/22		CL 106740	283.49
105083	S	999999 SUNSOURCE	178.00	11/08/22		CL 106665	178.00
105084	S	733 SWANSTON EQUIPMENT CORP.	2298.91	11/08/22		CL 106721	138.91
						CL 106931	910.02
						CL 106966	199.98
						CL 107004	1050.00
105085	S	3829 TARGETSOLUTIONS LEARNING, LLC	2992.00	11/08/22		CL 106657	2992.00
105086	S	2491 TEAM LABORATORY CHEMICAL, LLC	5008.00	11/08/22		CL 106843	5008.00
105087	S	1156 TESSMAN	294.00	11/08/22		CL 106716	98.00
						CL 106904	196.00
105088	S	1907 THE SHOOTING PARK OF HORACE	800.00	11/08/22		CL 106746	800.00
105089	S	906 TI-ZACK CONCRETE, INC.	602537.85	11/08/22		CL 106889	602537.85
105090	S	812 TIM RUNCORN	98.49	11/08/22		CL 106997	98.49
105091	S	2217 TINA FISK	336.42	11/08/22		CL 106979	336.42
105092	S	4446 TNC INDUSTRIES INC	507.00	11/08/22		CL 106949	507.00

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 12 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105093	S	1734 TOM CLARK	972.45	11/08/22			
105094	S	4596 TRACY JOHNSON	99.18	11/08/22		CL 106956	972.45
105095	S	1285 TRAFFIC CONTROL CORPORATION	1585.00	11/08/22		CL 106880	99.18
105096	S	3524 TRAVIS OLSON	374.00	11/08/22		CL 106844	1585.00
105097	S	3787 TUCKER BUCHOLZ	116.23	11/08/22		CL 106955	374.00
105098	S	665 TWIN CITY GARAGE DOOR	682.50	11/08/22		CL 106874	116.23
105099	S	2951 TYLER TECHNOLOGIES, INC	456.34	11/08/22		CL 106712	485.00
105100	S	2136 ULINE INC	453.49	11/08/22		CL 106831	197.50
105101	S	784 UNITED POWER EQUIPMENT	324.65	11/08/22		CL 107031	456.34
105102	S	2720 UNITED RENTALS (NORTH AMERICA), INC	29535.00	11/08/22		CL 106870	453.49
105103	S	2478 VALLI	1030.00	11/08/22		CL 106950	324.65
105104	S	2314 VANGUARD APPRAISALS, INC	3040.00	11/08/22		CL 106842	29535.00
105105	S	1346 VISTO'S TRAILER SALES	120.97	11/08/22		CL 106658	1030.00
105106	S	544 WALLWORK TRUCK CENTER	3173.68	11/08/22		CL 106659	3040.00
						CL 106829	120.97
						CL 106774	948.40
						CL 106787	560.21
						CL 106923	6.79
						CL 106972	1658.28
105107	S	2503 WES CHRISTIANSON	377.05	11/08/22		CL 106660	377.05
105108	S	4591 WESLEY BOOTH	87.50	11/08/22		CL 106671	87.50
105109	S	2945 WEST FARGO AREA COMMUNITY PROGRAM	8783.28	11/08/22		CL 106838	8783.28
105110	S	648 WEST FARGO AUTO BODY/GLASS	675.00	11/08/22		CL 106814	675.00
105111	S	4231 WEST FARGO FIRE DEPARTMENT	177.75	11/08/22		CL 106745	177.75
105112	S	566 WEST FARGO PARK DISTRICT	77612.97	11/08/22		CL 106881	77612.97
105113	S	2184 WEST SIDE STEEL	275.42	11/08/22		CL 106902	275.42
105114	S	4129 WESTERN NATIONAL MUTUAL INS CO	50.00	11/08/22		CL 106651	50.00

11/17/22
10:48:53

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 11/22

Page: 13 of 13
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
105115	S	569 WF ANIMAL HOSPITAL	99.00	11/08/22			
105116	S	549 WF PUB SCHOOLS DIST #6	20065.00	11/08/22		CL 107018	99.00
105117	S	4593 WILLIAM E YOUNG COMPANY	612.50	11/08/22		CL 107022	20065.00
105118	S	4127 X-TREME DETAILING	350.00	11/08/22		CL 106765	612.50
105119	S	338 XCEL ENERGY	3168.18	11/08/22		CL 106676	350.00
						CL 106728	101.17
						CL 106888	1946.37
						CL 106951	1120.64
105120	S	1813 YANKEE HILL MACHINE CO, INC	1693.19	11/08/22		CL 106654	1693.19
105121	S	563 PETRO SERVE USA	215.61	11/08/22		CL 107038	215.61
105122	S	1593 FRONTIER PRECISION, INC	163.66	11/08/22		CL 106692	163.66
105123	S	51 CASS COUNTY ELECTRIC COOP	271.71	11/14/22		CL 107072	271.71
105124	S	338 XCEL ENERGY	10102.82	11/15/22		CL 107078	699.20
						CL 107079	8341.22
						CL 107080	17.09
						CL 107081	26.62
						CL 107082	130.78
						CL 107083	50.08
						CL 107084	47.31
						CL 107085	269.72
						CL 107086	187.47
						CL 107087	187.47
						CL 107088	17.91
						CL 107089	61.46
						CL 107090	66.49
105125	S	4206 SANFORD HEALTH FOUNDATON	1290.00	11/15/22		CL 107118	1290.00
Total for Claim Checks			3060723.08				
Count for Claim Checks			240				

* denotes missing check number(s)

of Checks: 240 Total: 3060723.08



"Consent" or "Regular" Agenda
Item?
[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 21, 2022

Subject: Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation

Action: Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractors Bond

New Information and Recommendation:

During their regular meeting held on November 7, 2022 the City Commission reviewed bids for the general portion of the Project and awarded contract to CC Steel, LLC. The City Commission also reviewed a proposal for the electrical portion of this project and awarded the Contract to JDP Electric. The contract documents were prepared and delivered to the City Attorney's office for review. After review, the attached Resolution was prepared for the City Commission's review and approval.

The following documents are attached for review/consideration:

- Notice to Proceed (2)
- Resolution Approving Contract and Contractor's Bond

Staff Recommendation: Authorize Notice to Proceed; AND Adopt Resolution Approving Contract and Contractor's Bond.

Policy Analysis:

This project will update the most critical sanitary lift station that the city operates and it is crucial to the project that the controls and equipment are available when needed to proceed with the work.

Financial Analysis:

As presented at the August 1, 2022 Commission meeting, the total project costs were presented to be an estimated \$1,200,000 which include the equipment described. With this bid, the current project cost estimate is \$880,000. These costs are intended to be paid via sewer bonds but could also be paid for via sales tax revenue.

Previously Presented Information and Commission Actions:

November 7, 2022 –

- **Staff Recommendation:** Accept bid and award the General Contract to CC Steel and Accept quote and award the Electrical Contract to JDP Electric
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

October 27, 2022 – Virtual bid opening was conducted.

September 19, 2022-

- **Staff Recommendation:** Approve purchase of controls and equipment from Quality Controls in the amount of \$179,165.00.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

September 6, 2022-

- **Staff Recommendation:** Approve Task Order No. 61-1, Approve Plans and Specs; and Authorize Bid Advertisement.
- **Commission Action:** Commissioner Olson Moved and Commissioner George seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Create Project No. 1342; Approve Engineer's Report; and Direct Engineer to prepare Plans and Specs.
 - **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.
-

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	1342
Contractor:	CC Steel, LLC	Contractor's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	22671
Project:	Sanitary Lift Station System Rehabilitation	Contract Name:	Project No. 1342
		Effective Date of Contract:	November 7, 2022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on November 7, 2022.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is June 15, 2023, and the date of readiness for final payment is June 30, 2023.

Before starting any Work at the Site, Contractor must comply with the following:

Coordinate timing of beginning the generator room improvements with readiness of electrical system and automatic power transfer equipment dates with the Electrical Contractor (JDP Electric, Inc.).

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Date Issued: _____

Copy: Engineer

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	1342
Contractor:	JDP Electric, Inc.	Contractor's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	22671
Project:	Sanitary Lift Station System Rehabilitation	Contract Name:	Project No. 1342
		Effective Date of Contract:	November 7, 2022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on November 7, 2022.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is August 31, 2023, and the date of readiness for final payment is September 20, 2023.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Date Issued: _____

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACTS IN
PROJECT NO. 1342
SANITARY SEWER SYSTEM REHABILITATION

BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the general contract heretofore entered into by and between the City of West Fargo and CC Steel, LLC, is in full conformity with the law, and that the contract is hereby approved.

BE IT FURTHER RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the electrical contract heretofore entered into by and between the City of West Fargo and JDP Electric is in full conformity with the law, and that the contract is hereby approved.

Dated: November 21, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dustin Scott, Assistant City Administrator

Date: November 21, 2022

Subject: Traffic Signal Equipment Donation to City of Minot

Action: Authorize Commission President to sign Agreement

New Information and Recommendation:

With the upgrades of the traffic signal equipment across the city over the past years, Public Works has retained obsolete equipment in storage. Engineering reached out to City of Minot to inquire if they were interested in some of the equipment. Minot is interested in the equipment as inventoried in the agreement.

The following documents are attached for review/consideration:

- Donation Agreement signed by City of Minot

Staff Recommendation: Authorize Commission President to sign Agreement

Background and Project Summary:

The traffic signals have been upgraded several projects over the past 2 years, which has made the equipment obsolete for West Fargo's traffic system. Equipment is in "new" condition, as it is still in boxes and has not been deployed in the field.

Policy Analysis:

Agreement is in place to acknowledge the "as-is" and gives no warranty to the equipment if put into use. Minot agrees that this equipment is donated to them in this condition.

Financial Analysis:

The equipment is obsolete, and cannot be used at any West Fargo signals. Equipment not donated will remain in storage until disposed of.

Previously Presented Information and Commission Actions:

None



TO: Mayor Thomas Ross
Members of the City Council

FROM: Stephen Joersz, P.E., Traffic Engineer

DATE: November 7, 2022

SUBJECT: SIGNAL EQUIPMENT DONATION FROM THE CITY OF WEST FARGO

I. RECOMMENDED ACTION

1. Recommend Council approve a Donation Agreement of Signal Equipment from the City of West Fargo, ND
2. Authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Stephen Joersz, Traffic Engineer	857-4100

III. DESCRIPTION

A. Background

The City of West Fargo, ND Public Works has recently completed a project to update their traffic signal video detection equipment. This resulted in a surplus of outdated equipment that the City of West Fargo no longer needed. The City of West Fargo Public Works reached out to the City of Minot Engineering Department on if the city wanted some of the outdated equipment.

B. Proposed Project

Accepting the City of West Fargo's signal equipment donation would buy the city time on equipment failures until the City of Minot can replace our own outdated signal video detection systems.

C. Consultant Selection

N/a

IV. IMPACT:

A. Strategic Impact:

The keep the city's outdated traffic signal systems operational until replacements and modernizations can take place.

B. Service/Delivery Impact:

N/a

C. Fiscal Impact:

No fiscal impact to the City of Minot. The City of West Fargo is donating this equipment.

V. CITY COUNCIL ASPIRATIONS

Excellent and Connected

VI. ALTERNATIVES

1. City Council could choose not to accept the donation. The Engineering Department would need to return the equipment.

V. TIME CONSTRAINTS

N/a

VI. LIST OF ATTACHMENTS

N/a



City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Wednesday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Gail Widmer

Phone Number: *

701-239-7516

Email Address:

gwidmer@prairiepublic.org

Date *

11/7/2022

Topic for Consent or Regular Agenda?

Please select one option:

☒ Consent Agenda

☐ Regular Agenda

Please Briefly Describe Your Request *

Approval of the Gaming Site Authorization for Prairie Public Broadcasting to conduct charitable gaming at the Doubletree, 825 S Beaton Dr, West Fargo



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) K A J Hospitality, L L C		Site Name Doubletree		Site Phone Number (701) 551-0120
Site Address 825 S Beaton Drive	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) Prairie Public Broadcasting, Inc		Rental Period 11/23/2022 to 11/27/2022		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes ☐ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u>1</u> X Rent per Table \$ <u>0.00</u> Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		☐ No ☒ Yes		\$ 0.00
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☒ Jar Bar ☐ Standard Dispensing Device		☐ No ☒ Yes		\$ 0.00
☐ Electronic Dispensing Device Number of Electronic Devices _____				\$ 0.00
Total Monthly Rent				\$ 0.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Chief Engineer	Date 10/27/22
Signature of Lessee 	Title President & CEO	Date 11/5/22

(over)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____)____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Doubletree			
Street 825 E Beaton Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 11/23/22	Ending Date(s) Authorized 11/27/22	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) entire facility, excluding rest rooms and guest rooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known Poker 11/25-11/27/22			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☒ Seal Board	☒ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☒ Prize Board	☐ Paddlewheels with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☐ ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to TECH TEAM WRESTLING CLUB	Dates of Activity 1-12-2023	If raffle, provide drawing date 1-12-2023	
Organization or Group Contact Person DEAN SITHAN	Title or Position Treasurer	Telephone Number 701-371-2738	
Business Address 524 7th Ave NE	City WEST FARGO	State ND	ZIP Code 58078
Mailing Address (if different) 2515 76th Ave N.	City FARGO	State ND	ZIP Code 58102
Site Name (where gaming will be conducted) TECH TEAM WRESTLING ROOM			
Site Address 524 7th Ave NE	City WEST FARGO	ZIP Code ND	County 58078

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	1) 1000 STEEL GIFT CARDS (10) - 1000	1000
	2) 500 STEEL GIFT CARDS (10) - 500	500
	3) 200 GIFT CARDS (5) - 1000	1000
	4) 100 GIFT CARDS (10) - 1000	1000
Total (limit \$40,000 per year)		3500
3500 TOTAL.		

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☐ No ☒ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name DEAN SITHAN	Title Treasurer	Telephone Number 701-371-2738	E-mail Address SITHANDEAN@GMAIL.COM
Signature of Organization or Group's Top Official DEAN SITHAN		Title Treasurer	Date 11-14-2022

JOINT POWERS AGREEMENT

BY AND BETWEEN
CITY OF MOORHEAD, MINNESOTA
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF WEST FARGO, NORTH DAKOTA
AND
CLAY COUNTY, MINNESOTA
AND
CASS COUNTY, NORTH DAKOTA

Dated as of January 1, 2023

Relating to:

An Agreement establishing and continuing a permanent joint powers entity called the Red River Regional Dispatch Center Authority to provide the Fargo-Moorhead-West Fargo Metropolitan Area with a regional public safety dispatch facility.

This instrument was drafted by:

Erik R. Johnson & Associates, Ltd., 505 Broadway, Suite 206, Fargo, ND 58102 after a model provided by John Shockley, Ohnstad Twichell Law Firm.

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I.	2
AMENDMENT	2
SECTION 1.01 ORIGINAL JOINT POWERS AGREEMENT	2
SECTION 1.02 REPEAL, REPLACE AND AMEND IN ENTIRETY.....	3
SECTION 1.03 CONTINUITY OF AGREEMENTS, OBLIGATIONS, ENTITY.....	3
SECTION 1.04 PRIOR UNDERSTANDINGS.....	3
SECTION 1.05 FAILURE TO APPROVE.....	3
ARTICLE II.....	3
DEFINITIONS AND INTERPRETATION	3
SECTION 2.01 DEFINITIONS.....	3
SECTION 2.02 TERMS GENERALLY	9
SECTION 2.03 ACCOUNTING TERMS; GAAP	10
SECTION 2.04 ADDITIONAL PROVISIONS AS TO INTERPRETATION	10
ARTICLE III.	10
PURPOSE	10
SECTION 3.01 GENERAL PURPOSE	10
SECTION 3.02 COMPLIANCE WITH DISPATCH CALL REQUIREMENTS.....	10
SECTION 3.03 SEPARATE POLITICAL SUBDIVISION	10
ARTICLE IV.	11
RESERVED	11
ARTICLE V.....	11
RED RIVER REGIONAL DISPATCH CENTER AUTHORITY.....	11
SECTION 5.01 COMPOSITION OF BOARD.....	11
SECTION 5.02 RRRDC AUTHORITY BOARD MEMBERSHIP REQUIREMENTS	11
SECTION 5.03 NOT EMPLOYEES	11
SECTION 5.04 INCOMPATIBLE OFFICES.....	12
SECTION 5.05 TERMS OF RRRDC AUTHORITY BOARD MEMBERS	12
SECTION 5.06 THE CHAIR	12
SECTION 5.07 VICE CHAIR.....	13
SECTION 5.08 SECRETARY	13
SECTION 5.09 VOTING BY THE BOARD.....	13
SECTION 5.10 RRRDC AUTHORITY BOARD MEMBER DISCLOSURE OF CONFLICTS OF INTEREST	14
SECTION 5.11 MEETINGS OF THE BOARD	14
SECTION 5.12 OPEN MEETING LAW.....	16
SECTION 5.13 RECORDS RETENTION POLICY	16
SECTION 5.14 OPEN RECORDS LAW.....	16
SECTION 5.15 QUORUM.....	16
SECTION 5.16 BYLAWS	16

SECTION 5.17	OFFICIAL NEWSPAPER	17
ARTICLE VI.	.....	17
COMMITTEES	.....	17
SECTION 6.01	BOARDS AND COMMISSIONS	17
SECTION 6.02	BUDGET & FINANCE COMMITTEE	17
SECTION 6.03	BUDGET & FINANCE COMMITTEE JURISDICTION	17
SECTION 6.04	BUDGET & FINANCE COMMITTEE MEMBERSHIP.....	17
SECTION 6.05	BUDGET & FINANCE COMMITTEE CHAIR.....	18
SECTION 6.06	DISSOLUTION OF BUDGET & FINANCE COMMITTEE	18
SECTION 6.07	MEMBER ENTITY STAFF.....	18
SECTION 6.08	RRRDC EXECUTIVE COMMITTEE.	18
SECTION 6.09	RRRDC EXECUTIVE COMMITTEE JURISDICTION	18
SECTION 6.10	RRRDC EXECUTIVE COMMITTEE MEMBERSHIP.	18
SECTION 6.11	RRRDC EXECUTIVE COMMITTEE CHAIR.	19
SECTION 6.12	DISSOLUTION OF RRRDC EXECUTIVE COMMITTEE.....	19
SECTION 6.13	MEMBER ENTITY STAFF.....	19
SECTION 6.14	LAW ENFORCEMENT OPERATIONS COMMITTEE	19
SECTION 6.15	LAW ENFORCEMENT OPERATIONS COMMITTEE JURISDICTION	19
SECTION 6.16	LAW ENFORCEMENT OPERATIONS COMMITTEE MEMBERSHIP	19
SECTION 6.17	LAW ENFORCEMENT OPERATIONS COMMITTEE CHAIR.....	19
SECTION 6.18	MEMBER ENTITY STAFF.....	20
SECTION 6.19	RESERVED.	20
SECTION 6.20	DISSOLUTION OF LAW ENFORCEMENT OPERATIONS COMMITTEE.....	20
SECTION 6.21	FIRE/EMS OPERATIONS COMMITTEE.	20
SECTION 6.22	FIRE/EMS OPERATIONS COMMITTEE JURISDICTION	20
SECTION 6.23	FIRE/EMS OPERATIONS COMMITTEE MEMBERSHIP.	20
SECTION 6.24	FIRE/EMS OPERATIONS COMMITTEE CHAIR.....	20
SECTION 6.25	DISSOLUTION OF FIRE/EMS OPERATIONS COMMITTEE.	21
SECTION 6.26	MEMBER ENTITY STAFF.....	21
SECTION 6.27	RADIO COMMUNICATIONS COMMITTEE.....	21
SECTION 6.28	RADIO COMMUNICATIONS COMMITTEE JURISDICTION.....	21
SECTION 6.29	RADIO COMMUNICATIONS COMMITTEE MEMBERSHIP	21
SECTION 6.30	RADIO COMMUNICATIONS COMMITTEE CHAIR.	21
SECTION 6.31	DISSOLUTION OF RADIO COMMUNICATIONS COMMITTEE	21
SECTION 6.32	MEMBER ENTITY STAFF.....	22
SECTION 6.33	PERSONNEL COMMITTEE	22
SECTION 6.34	PERSONNEL COMMITTEE JURISDICTION	22
SECTION 6.35	PERSONNEL COMMITTEE MEMBERSHIP.....	22
SECTION 6.36	PERSONNEL COMMITTEE CHAIR.....	22
SECTION 6.37	DISSOLUTION OF PERSONNEL COMMITTEE.....	22
SECTION 6.38	MEMBER ENTITY STAFF.....	23
ARTICLE VII.	.....	23
RED RIVER REGIONAL DISPATCH CENTER AUTHORITY POWERS.....		23
SECTION 7.01	POWERS	23

ARTICLE VIII.	26
FINANCE/BUDGET	26
SECTION 8.01 RRRDC AUTHORITY BOARD TO CONTROL FINANCES	26
SECTION 8.02 FISCAL YEAR	26
SECTION 8.03 PREPARATION OF AND SUBMISSION OF THE BUDGET	26
SECTION 8.04 RRRDC AUTHORITY BOARD ACTION ON THE ANNUAL BUDGET	27
SECTION 8.05 MEMBER ENTITY ACTION ON THE ANNUAL BUDGET	27
SECTION 8.06 ENFORCEMENT OF THE BUDGET	28
SECTION 8.07 ALTERATIONS IN THE BUDGET	28
SECTION 8.08 FUNDS TO BE KEPT	28
SECTION 8.09 FINANCIAL MANAGEMENT POLICY	28
ARTICLE IX.	29
RESERVED	29
ARTICLE X.	29
FINANCIAL OVERSIGHT/ FISCAL AGENT	29
SECTION 10.01 FINANCIAL OVERSIGHT	29
SECTION 10.02 INTERIM FISCAL AGENT	29
SECTION 10.03 APPOINTMENT OF FISCAL AGENT	29
SECTION 10.04 FISCAL AGENT	29
SECTION 10.05 MISCELLANEOUS FUND ACCOUNTS	29
SECTION 10.06 FISCAL AGENT TO ACT AS TRUSTEE OF FUNDS	30
SECTION 10.07 FUNDS OPEN TO INSPECTION	30
SECTION 10.08 NO COMMINGLING OF FUNDS	30
SECTION 10.09 REPORTS AND AUDITS	30
SECTION 10.10 ASSIGNMENT OR DELEGATION OF DUTIES	30
SECTION 10.11 BUDGET & FINANCE COMMITTEE	31
SECTION 10.12 INSPECTION	31
ARTICLE XI.	31
ISSUANCE OF DEBT FOR THE DISPATCH CENTER	31
SECTION 11.01 INTENT	31
SECTION 11.02 ISSUANCE OF DEBT FOR DISPATCH CENTER PERMITTED	31
SECTION 11.03 PROCEDURE TO ISSUE DEBT OBLIGATIONS	31
SECTION 11.04 RESERVED.	31
SECTION 11.05 DEBT OBLIGATION HELD/ISSUED BY MEMBER ENTITIES	31
SECTION 11.06 COVENANT	31
SECTION 11.07 CASS COUNTY TO MAINTAIN TAX EXEMPT STATUS	32
SECTION 11.08 CLAY COUNTY TO MAINTAIN TAX EXEMPT STATUS	32
SECTION 11.09 CITY OF FARGO TO MAINTAIN TAX EXEMPT STATUS	32
SECTION 11.10 CITY OF MOORHEAD TO MAINTAIN TAX EXEMPT STATUS	32
SECTION 11.11 CITY OF WEST FARGO TO MAINTAIN TAX EXEMPT STATUS	32
ARTICLE XII.	33
DISPATCH CENTER PROCEDURES AND COST SHARE	33

SECTION 12.01	INTENT	33
SECTION 12.02	NORTH DAKOTA AND MINNESOTA MEMBER ENTITY ALLOCATION	33
SECTION 12.03	COST SHARE – SOFTWARE MAINTENANCE AGREEMENT AND LICENSE FEES	33
SECTION 12.04	COST SHARE – OTHER THAN ANNUAL OPERATIONS	33
SECTION 12.05	COST SHARE – ANNUAL OPERATIONS	34
SECTION 12.06	COST SHARE FOR NEW DISPATCH CENTER	34
SECTION 12.07	PERIODIC REVIEW OF COST SHARE ALLOCATIONS BASED UPON POPULATION	34
SECTION 12.08	DISPUTES WITH CONTRACTORS	35
ARTICLE XIII	.....	35
OPERATIONS AND MAINTENANCE	.....	35
SECTION 13.01	DISPATCH CENTER MAINTENANCE	35
SECTION 13.02	OPERATIONS	35
SECTION 13.03	RESERVED.	35
SECTION 13.04	MAINTENANCE	35
SECTION 13.05	OPERATIONS AND MAINTENANCE EMPLOYEES	35
SECTION 13.06	ADOPT PROCEDURES	35
SECTION 13.07	REQUESTS TO PERFORM MAINTENANCE	36
SECTION 13.08	CONTRACTS FOR MAINTENANCE OF DISPATCH CENTER ELEMENTS	36
SECTION 13.09	PROCESSING OF PAY REQUESTS AND CHANGE ORDERS FOR MAINTENANCE CONTRACTS	36
SECTION 13.10	RESERVED	36
SECTION 13.11	DISPUTES WITH CONTRACTORS REGARDING MAINTENANCE CONTRACTS	36
ARTICLE XIV	.....	37
DIRECTOR	.....	37
SECTION 14.01	THE DIRECTOR	37
SECTION 14.02	POWERS AND DUTIES OF THE DIRECTOR	37
SECTION 14.03	ASSISTANT DIRECTOR	38
SECTION 14.04	HUMAN RESOURCES AGENT	38
SECTION 14.05	ADMINISTRATIVE ORGANIZATION	38
SECTION 14.06	PURCHASES AND CONTRACTS	39
ARTICLE XV	.....	39
INSURANCE AND LIABILITY	.....	39
SECTION 15.01	LIABILITY COVERAGE	39
SECTION 15.02	ADDITIONAL POLICIES AUTHORIZED	40
SECTION 15.03	AUTO LIABILITY AND PROPERTY DAMAGE	40
SECTION 15.04	WORKERS’ COMPENSATION COVERAGE	40
SECTION 15.05	DEFENSE AND INDEMNIFICATION	40
SECTION 15.06	RESERVED.	40
SECTION 15.07	INDEMNIFICATION	40
SECTION 15.08	UNINSURED LIABILITY	41
SECTION 15.09	CERTIFICATE OF INSURANCE	41
ARTICLE XVI	.....	41
OWNERSHIP OF PROPERTY ACQUIRED FOR THE DISPATCH CENTER	.....	41

SECTION 16.01	INTENT OF THE MEMBER ENTITIES.....	41
SECTION 16.02	PUBLIC PURPOSE	41
SECTION 16.03	RESERVED	41
SECTION 16.04	RESERVED	41
SECTION 16.05	RESERVED	41
SECTION 16.06	NATURE OF OWNERSHIP	41
SECTION 16.07	REQUEST FOR ACQUISITION OF DISPATCH CENTER PROPERTY	42
SECTION 16.08	EMINENT DOMAIN ACTIONS	42
SECTION 16.09	REIMBURSEMENT FOR DISPATCH CENTER PROPERTY ACQUIRED AFTER EFFECTIVE DATE.....	42
SECTION 16.10	SALE OF EXCESS DISPATCH CENTER PROPERTY	42
SECTION 16.11	PRO-RATA SAFE HARBOR.....	43
SECTION 16.12	DISPATCH CENTER PROPERTY OWNERSHIP UPON WITHDRAWAL AND/OR REMOVAL OF A MEMBER ENTITY	43
ARTICLE XVII.	.....	43
RESERVED	.....	43
ARTICLE XVIII.	.....	43
EFFECT OF AMENDMENT	.....	43
SECTION 18.01	INTENT.....	43
SECTION 18.02	EFFECT	43
SECTION 18.03	PRIOR OBLIGATIONS.....	ERROR! BOOKMARK NOT DEFINED.
ARTICLE XIX.	.....	43
TERM AND TERMINATION OF THE AGREEMENT	.....	43
SECTION 19.01	TERM	43
SECTION 19.02	TERMINATION	43
SECTION 19.03	DISTRIBUTION OF FUNDS AND PROPERTY	44
ARTICLE XX.	.....	44
DISPUTE RESOLUTION	.....	44
SECTION 20.01	INTENT AND PROCEDURE	44
SECTION 20.02	MEDIATION	44
SECTION 20.03	LITIGATION IF DISPUTE NOT RESOLVED.....	44
SECTION 20.04	WAIVER OF JURY TRIAL	44
ARTICLE XXI.	.....	45
RIGHTS UPON REFUSAL AND WITHDRAWAL	.....	45
SECTION 21.01	INTENT.....	45
SECTION 21.02	SUSPENSION.....	45
SECTION 21.03	RRRDC AUTHORITY BOARD REQUEST.....	45
SECTION 21.04	REFUSAL TO UNDERTAKE AND COMPLETE REQUESTED DISPATCH CENTER ACTIONS	46
SECTION 21.05	REMOVAL OF MEMBER ENTITY	46
SECTION 21.06	VOLUNTARY WITHDRAWAL	47
SECTION 21.07	MEMBERSHIP OF THE BOARD UPON REMOVAL OR WITHDRAWAL	47

SECTION 21.08	NO IMPAIRMENT OF DEBT OBLIGATION AND/OR DISPATCH CENTER AGREEMENT	48
SECTION 21.09	PAYMENT TO DEPARTING MEMBER OF EQUIVALENT OF EQUITY - VALUATION	48
ARTICLE XXII	.....	48
MISCELLANEOUS COVENANTS	.....	48
SECTION 22.01	SUB-JOINT POWERS AGREEMENTS	48
ARTICLE XXIII	.....	49
GENERAL PROVISIONS	.....	49
SECTION 23.01	COMPLETE AGREEMENT	49
SECTION 23.02	SUPPLEMENTAL AGREEMENTS	49
SECTION 23.03	WRITTEN AMENDMENT REQUIRED	49
SECTION 23.04	INTERPRETATION	49
SECTION 23.05	GRAMMATICAL CONSTRUCTION	49
SECTION 23.06	ASSIGNMENT	49
SECTION 23.07	SEVERABILITY AND SAVINGS CLAUSE	49
SECTION 23.08	FORCE MAJEURE	50
SECTION 23.09	NEW MEMBERS	50
SECTION 23.10	NOTICE	50
SECTION 23.11	AGREEMENT BINDING ON SUCCESSORS	51
SECTION 23.12	NORTH DAKOTA LAW APPLIES	51
SECTION 23.13	MEMBER ENTITY PERMITTING AUTHORITY	51
SECTION 23.14	MEMBER ENTITIES' COMPLIANCE WITH APPLICABLE STATE LAW	51
SECTION 23.15	WAIVER OF VENUE/SELECTION	51
SECTION 23.16	EXECUTION IN COUNTERPARTS	51
ARTICLE XXIV	.....	51
NEW DISPATCH CENTER – INITIAL AUTHORIZATION AND COST-SHARE TERMS	.....	51
SECTION 24.01	NEW DISPATCH CENTER	51
SECTION 24.02	AUTHORIZE ACQUISITION OF LAND FOR NEW DISPATCH CENTER	51
SECTION 24.03	CONSTRUCTION DELEGATED TO CASS COUNTY	52
SECTION 24.04	COST SHARE	52
SECTION 24.05	DECISION-MAKING PROCESS	53
SECTION 24.06	PAYMENT IN ADVANCE OF MINNESOTA ENTITIES' SHARE—FINANCING/DEBT SERVICE	53
SECTION 24.07	RRRDC DISSOLUTION, REMOVAL OF MINNESOTA MEMBER ENTITIES— MINIMUM RECOUPMENT	53
SECTION 24.08	RECOUPMENT PAYMENT	54
SECTION 24.09	CONFLICT	54
SIGNATURE PAGES	S-1 THROUGH S-5	
EXHIBIT A—PRIOR AMENDMENTS TO ORIGINAL JOINT POWERS AGREEMENT		
EXHIBIT B —MINNESOTA MEMBER ENTITIES RECOUPMENT – REVERSE AMORTIZATION SCHEDULE		

PREAMBLE

The leaders and representatives of the Member Entities to this Agreement, in order to provide efficient public-safety dispatch capabilities and facilities for the Fargo-Moorhead-West Fargo Metropolitan Area which includes rural communities and areas within Cass County, North Dakota, and Clay County, Minnesota, and to promote accountable governance, to provide for the ownership, operation, and maintenance of a regional public safety dispatch center, and to encourage Member Entities' participation, do hereby adopt this Agreement and establish the following procedures and governing structure.

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “Agreement”) is made and entered into this 1st day of January, 2023 (the “Effective Date”), between the City of Moorhead, a Minnesota Home Rule City and political subdivision of the State of Minnesota (the “City of Moorhead”); the City of Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota (the “City of Fargo”); the City of West Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota (the “City of West Fargo”); Clay County, a political subdivision of the State of Minnesota (“Clay County”); and Cass County, a North Dakota Home Rule County and political subdivision of the State of North Dakota (“Cass County”).

WHEREAS, pursuant to Chapter 54-40.3, N.D.C.C., and Minnesota Statutes Section 471.59 (joint exercise of powers), the above-named governmental units have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised; and

WHEREAS, the City of Fargo, the City of Moorhead, Cass County, and Clay County previously entered into a Joint Powers Agreement in 2001 to jointly establish and administer a dispatch center and related dispatch service and a joint dispatch center was established, known as “Red River Regional Dispatch Center”; and

WHEREAS, the initial Joint Powers Agreement has been amended nine (9) times since 2001 as described on the list attached hereto as Exhibit A, copies of which amendments are on file at the administrative offices of the Dispatch Center; and

WHEREAS, the parties wish to amend the agreement again in order to incorporate into the governance of the Dispatch Center a board of authority consisting of elected officials from the five (5) said Member Entities and, among other things, to create a structure for the possible design, build, financing, operation, and maintenance of a new dispatch center facility.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City of Moorhead, the City of Fargo, the City of West Fargo, Clay County, and Cass County agree as follows:

ARTICLE I. AMENDMENT

Section 1.01 ORIGINAL JOINT POWERS AGREEMENT. **Member Entities** previously entered into a **Joint Powers Agreement**, dated as of July 11, 2001, which was subsequently amended by a series of amendments described in the attached Exhibit A (collectively said Joint Powers Agreement, as the same was amended from time to time as described herein, shall be referred to as the “**Original Joint Powers Agreement**”).

Section 1.02 REPEAL, REPLACE, AND AMEND IN ENTIRETY. The **Member Entities** hereby acknowledge and agree that the **Original Joint Powers Agreement** is hereby repealed, replaced, and amended in its entirety with the terms and conditions of this **Agreement**. The terms and conditions of this **Agreement** shall be in full force and effect as of the **Effective Date**.

Section 1.03 CONTINUITY OF AGREEMENTS, OBLIGATIONS, ENTITY. The **Member Entities** agree and acknowledge, and as more fully set forth in Section 18.02 of this **Agreement**, that the prior obligations of the **Red River Regional Dispatch Center Authority** created under the **Original Joint Powers Agreement** shall continue and be in full force and effect under this **Agreement**.

Section 1.04 PRIOR UNDERSTANDINGS. This **Agreement**, when executed by the **Member Entities**, shall be effective as of the **Effective Date**. All prior understandings and agreements heretofore as among the **Member Entities** with respect to the **Dispatch Center**, except as specifically set forth in Sections 22.02 and 22.03 of this **Agreement**, are hereby superseded and replaced in their entirety by this **Agreement**. This **Agreement** fully and completely expresses the agreement of the **Member Entities** with respect to the **Dispatch Center** and shall not be modified or amended except as set forth in Section 23.03 of this **Agreement**.

Section 1.05 FAILURE TO APPROVE. The failure of a **Member Entity** to approve this **Agreement** by or before the 1st day of January, 2023, shall result in this **Agreement** being null, void, and cancelled ab initio, and the **Original Joint Powers Agreement** shall, in such event, remain in full force and effect.

ARTICLE II. DEFINITIONS AND INTERPRETATION

Section 2.01 DEFINITIONS. All capitalized and bolded terms used and not otherwise defined herein shall have the meanings given to them in this **Agreement** and as defined in this Section unless a different meaning clearly applies from the context.

“**Agreement**” means this **Joint Powers Agreement** by and between the **City of Moorhead**, the **City of Fargo**, the **City of West Fargo**, **Clay County**, and **Cass County**.

“**Annual Meeting**” means a properly noticed meeting of the **RRRDC Authority Board** held in January of each year at a time and date to be determined by the **RRRDC Authority Board**.

“**Approved Budget**” means the annual budget approved by the **RRRDC Authority Board** for each and every calendar year of this **Agreement**.

“**Assistant Director**” means a position of the **Red River Regional Dispatch Center Authority** created by Section 14.03 of this **Agreement**.

“**Best Efforts**” means that a **Member Entity** and its **Governing Body** will act in **Good Faith**, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this **Agreement**, in accordance with applicable

federal and state laws, regulations, and rules; however, the obligation to use **Best Efforts** does not mean a duty to take action that would be in violation of applicable federal or state law.

“Budget & Finance Committee” means a committee of the **Red River Regional Dispatch Center Authority** created for the purpose of providing operating budget and capital budget recommendations to the **RRRDC Authority Board** and providing policy recommendations regarding the management of the financial aspects of the **Red River Regional Dispatch Center Authority** and financial expenditures for the **Dispatch Center** to the **RRRDC Authority Board**.

“Business Day” means any day that is not a Saturday, a Sunday, or a North Dakota public holiday.

“Cass County” means Cass County, a North Dakota Home Rule County and political subdivision of the State of North Dakota.

“Cass County Commission” means the Cass County Commission, which is the **Governing Body** of Cass County.

“Cass County Members” means the two (2) individuals appointed by the **Cass County Commission** to serve on the **RRRDC Authority Board**.

“Chair” means a voting member of the **RRRDC Authority Board** who presides over meetings pursuant to Section 5.06 of this **Agreement**.

“City of Fargo” means the City of Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

“City of Fargo Members” means the two (2) individual members of the **Fargo City Commission** representing the **City of Fargo** on the **RRRDC Authority Board**, consisting of one (1) individual appointed by the **Fargo City Commission** and the mayor of the **City of Fargo**.

“City of Moorhead” means the City of Moorhead, a Minnesota Home Rule City and political subdivision of the State of Minnesota.

“City of Moorhead Members” means the two (2) individual members of the **Moorhead City Council** representing the **City of Moorhead** on the **RRRDC Authority Board**, consisting of one (1) individual appointed by the **Moorhead City Council** and the mayor of the **City of Moorhead**.

“City of West Fargo” means the City of West Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

“City of West Fargo Members” means the two (2) individual members of the **West Fargo City Commission** representing the **City of West Fargo** on the **RRRDC Authority Board**,

consisting of one (1) individual appointed by the **West Fargo City Commission** and the President of the **West Fargo City Commission**.

“Clay County” means Clay County, a Minnesota County and political subdivision of the State of Minnesota.

“Clay County Commission” means the Clay County Commission, which is the **Governing Body** of Clay County.

“Clay County Member” means the two (2) individual members of the **Clay County Commission** appointed by the **Clay County Commission** to serve on the **RRRDC Authority Board**.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations from time to time promulgated thereunder.

“Congress” means the Congress of the United States of America.

“Debt Obligation” means any loan, note, bond, or other security instrument issued by one or more of the **Member Entities** to provide either temporary or permanent financing of the **Dispatch Center** or any approved acquisition for the **Dispatch Center**.

“Debt Obligation Fund” means the Debt Obligation Fund created by Section 10.04 of this **Agreement**.

“Defaulting Member Entity” means any **Member Entity** that is deemed to be in default pursuant to Section 21.04 of this **Agreement** because such **Member Entity** did not have a **Rational Basis** for refusing to undertake and complete a **Requested Dispatch Center Action**.

“Director” means the chief administrative officer of the **Red River Regional Dispatch Center Authority**.

“Dispatch Center” means the Red River Regional Dispatch Center dispatching facility located at 300 NP Avenue, Fargo, North Dakota, or any additional or alternative facility or facilities for dispatching activities to be acquired, constructed, leased, or used as dispatching facilities as authorized by the **Red River Regional Dispatch Center Authority**.

“Dispatch Center Element” means a component or part of the **Dispatch Center**.

“Dispatch Center Property” means real property acquired for the **Dispatch Center**, including, but not limited to, land, rights-of-way, easements, licenses, and leases.

“Effective Date” means January 1, 2023.

“Event of Default” means the occurrence of any event or the existence of any condition that, with the giving of notice, the passage of time, or both, would constitute an event of default under the terms of this **Agreement**.

“Fargo-Moorhead-West Fargo Metropolitan Area” means the **City of Fargo**, the **City of Moorhead**, and surrounding communities; it is further defined by the United States Census Bureau as comprising all of **Cass County** and **Clay County**, which includes the Cities of Dilworth, Minnesota, and the **City of West Fargo**, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

“Fargo City Commission” means the **City of Fargo’s** City Commission, which is the **Governing Body** of the **City of Fargo**.

“Fiscal Agent” means Cass County, acting through its Finance Director.

“Fiscal Year” means one (1) calendar year beginning on January 1 and ending December 31 of each and every year of this **Agreement**.

“Fire/EMS Operations Committee” means a committee of the **Red River Regional Dispatch Center Authority** created for the purpose of providing policy and procedure recommendations to the **RRRDC Executive Committee** regarding fire and EMS operations.

“Former Member Entity” means any **Member Entity** that withdraws or is removed pursuant to Article XXI of this **Agreement**.

“GAAP” means accounting principles generally accepted in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board, the American Institute of Certified Public Accountants, and the Financial Accounting Standards Board, or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the date hereof.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade of business.

“Governing Body” means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the **Cass County Commission**, the **Clay County Commission**, the **Moorhead City Council**, the **Fargo City Commission**, and the **West Fargo City Commission** are, respectively, the **Governing Body** of each of said entities.

“Governmental Authority” means any national, supra-national, state, or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, board, agency, department, county, bureau, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary, or administrative

powers or functions of or pertaining to government, or any arbitrator, mediator, or other person with authority to bind a party at law.

“Human Resources Agent” means a function of the **Red River Regional Dispatch Center Authority** as described in Section 14.04 of this **Agreement**.

“Interim Fiscal Agent” means the **City of Fargo**.

“Law Enforcement Operations Committee” means a committee of the **Red River Regional Dispatch Center Authority** created for the purpose of providing policy and procedure recommendations to the **RRRDC Executive Committee** regarding law enforcement operations.

“Lobbyist” means an individual who promotes and lobbies for funding and other decisions of the federal government and state governments, including **Congress** and the legislative branches of the State of North Dakota and State of Minnesota.

“Maintenance” means all normal maintenance activity associated with maintaining or preserving the **Dispatch Center** or a **Dispatch Center Element**.

“Maintenance Costs” means normal, regular maintenance costs associated with a **Dispatch Center Element**; however, **Maintenance Costs** do not include costs for **Extraordinary Maintenance**.

“Member Entities” shall mean the **City of Moorhead**, the **City of Fargo**, the **City of West Fargo**, **Clay County**, and **Cass County**.

“Minnesota Board Members” includes the **Clay County Members** and the **City of Moorhead Members**.

“Minnesota Government Data Practices Act” means the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.

“Minnesota Member Entity” means the **City of Moorhead** and **Clay County**. Provided, if one of the herein defined **Member Entities** should fail to approve this **Agreement**, it will not be deemed a **Minnesota Member Entity**.

“Moorhead City Council” means the City Council of the **City of Moorhead**, the **Governing Body** of the **City of Moorhead**.

“New Dispatch Center” means the new facility contemplated in Section 12.06 and Article XXIV hereof.

“North Dakota Board Members” includes the **City of Fargo Members**, the **City of West Fargo Members**, and the **Cass County Members**.

“North Dakota Member Entity” means the **City of Fargo**, the **City of West Fargo** and **Cass County**.

“North Dakota Open Records Law” means N.D.C.C. Chapter 44-04.

“O&M Revenues” means, collectively, all revenues pledged by the **Member Entities** to fund or finance operations and maintenance of the **Dispatch Center**.

“Operations and Maintenance Fund” means a fund created pursuant to Section 10.04 of this **Agreement**.

“Original Joint Powers Agreement” means the agreement dated July 11, 2001, and subsequently amended, which was entered into between the **City of Moorhead**, the **City of Fargo**, **Clay County**, **Cass County**, and, subsequently, the **City of West Fargo** in order to cooperate in the ownership, operation, and maintenance of a regional public safety dispatch center.

“Original Joint Powers Entity” means the entity that was created by the Original Joint Powers Agreement.

“Person” means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, **Governmental Authority**, or other entity.

“Personnel Committee” means a committee of the **Red River Regional Dispatch Center Authority** created for the purpose of providing recommendations to the **RRRDC Executive Committee** regarding personnel-related matters of the **Red River Regional Dispatch Center Authority**.

“Pledged Revenues” means, collectively, all revenues pledged by the Member Entities to finance the construction, operation, and maintenance of the Dispatch Center.

“Radio Communications Committee” means a committee of the **Red River Regional Dispatch Center Authority** created for the purpose of providing recommendations to the **RRRDC Executive Committee** regarding radio communications matters related to the **Red River Regional Dispatch Center Authority**.

“Rational Basis” means making a decision that is determined by the **RRRDC Authority Board** to be fair, moderate, suitable under the circumstances, and governed by reason.

“Requested Dispatch Center Action” means a written request, approved by the **RRRDC Authority Board**, in which the **RRRDC Authority Board** requests a **Member Entity** perform an action or actions related to the **Dispatch Center** pursuant to Section 21.03 of this **Agreement**.

“Red River Regional Dispatch Center Authority” means the political subdivision created by the **Original Joint Powers Agreement** and continued with and through this **Agreement** and vested with the powers herein.

“RRRDC Authority Board” means the **Governing Body** of the **Red River Regional Dispatch Center Authority**.

“RRRDC Authority Board Member” means an individual duly appointed pursuant to Section 5.01 of this **Agreement** and who is a voting member of the **RRRDC Authority Board**.

“RRRDC Authority Board Member Alternate” means a person selected by a **Member Entity’s Governing Body** to serve on the **RRRDC Authority Board** in the event that the **Member Entity’s RRRDC Authority Board Member(s)** is/are unable to serve.

“RRRDC Executive Committee” means a committee of the **Red River Regional Dispatch Center Authority** created for the purpose of providing policy recommendations regarding the management of the operational aspects of the **Red River Regional Dispatch Center Authority** and related expenditures for the **Dispatch Center**.

“Sanford Ambulance” means FM Ambulance Services, Inc., a North Dakota corporation, doing business as Sanford Ambulance, a trade name registered with the North Dakota Secretary of State.

“Secretary” means a position of the **Red River Regional Dispatch Center Authority** created by Section 5.08 of this **Agreement**.

“Software Maintenance Agreement” means the agreement entered with New World Systems for the installation and maintenance of CAD/RMS software, as set forth in the Sixth Amendment to the **Original Joint Powers Agreement**.

“Total Cost of Construction” shall mean as defined in Section 24.04 hereof.

“Vice Chair” means the member of the **RRRDC Authority Board** who was elected to the Vice Chair position by the **RRRDC Authority Board** pursuant to Section 5.07 of this **Agreement**.

“West Fargo City Commission” means the City of West Fargo City Commission, which is the **Governing Body** of the **City of West Fargo**.

Section 2.02 TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed

to refer to this **Agreement** in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits, and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this **Agreement**, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

Section 2.03 ACCOUNTING TERMS; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with **GAAP**, as in effect from time to time.

Section 2.04 ADDITIONAL PROVISIONS AS TO INTERPRETATION. All references herein to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this **Agreement**; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this **Agreement** as a whole and not any particular Article, Section, or subdivision hereof. All references to the office of the mayor of a city shall be deemed to include the office of the president of the city commission when applied to the **City of West Fargo**.

ARTICLE III. PURPOSE

Section 3.01 GENERAL PURPOSE. This **Agreement** is made pursuant to N.D.C.C. § 54-40.3-01 and Minn. Stat. § 471.59, which authorize the joint and cooperative exercise of power common to the contracting parties. The purpose of this **Agreement** is to allow the **Member Entities** to work collaboratively to own, operate, and maintain a regional public safety dispatch center, to maximize efficiencies of the **Member Entities** with respect to Dispatch Center related activities, and to have the **Member Entities’** employees, architects, engineers, attorneys, and professional consultants cooperate in the design, operation, and maintenance of the **Dispatch Center**. The **Member Entities** desire to establish and continue a joint powers structure to design, finance, construct, operate, and/or maintain the **Dispatch Center** consistent with the provisions of this **Agreement**, N.D.C.C. § 54-40.3-01, and Minn. Stat. § 471.59.

Section 3.02 COMPLIANCE WITH DISPATCH CALL REQUIREMENTS. Given that the **Red River Regional Dispatch Center Authority** responds to calls from Minnesota as well as North Dakota, for the purpose of responding to calls in each jurisdiction, the **Red River Regional Dispatch Center Authority** will comply with that state’s laws and regulations as applicable to the particular call.

Section 3.03 SEPARATE POLITICAL SUBDIVISION. This **Agreement** is expressly intended to confirm the ongoing existence and operation of a separate political subdivision named the **Red River Regional Dispatch Center Authority**. The **Member Entities** recognize that pursuant to and in conformance with N.D.C.C. § 54-40.3-01 and Minn. Stat. § 471.59, the **Red River Regional Dispatch Center Authority** may not exercise a power unless that power is expressly granted by this **Agreement**. As a result, the **Red River Regional Dispatch Center Authority** will from time to time request that one or several of the **Member Entities** use their **Best Efforts** to exercise their respective powers in furtherance of the **Dispatch Center**.

**ARTICLE IV.
RESERVED**

**ARTICLE V.
RED RIVER REGIONAL DISPATCH CENTER AUTHORITY**

Section 5.01 COMPOSITION OF BOARD. There is hereby established and continued a joint powers board to be known as the “**RRRDC Authority Board.**” The **RRRDC Authority Board** is the **Governing Body** of the **Red River Regional Dispatch Center Authority** and shall consist of:

- (a) Two (2) members of the **Fargo City Commission**, provided, one (1) of the two (2) members shall be the current mayor of the **City of Fargo**, and the other member shall be a current member of the **Fargo City Commission** appointed by the **Fargo City Commission**;
- (b) Two (2) members of the **Moorhead City Council**, provided, one (1) of the two (2) members shall be the current mayor of the **City of Moorhead**, and the other member shall be appointed by the **Moorhead City Council**;
- (c) Two (2) members appointed by the **Cass County Commission**, provided, all appointments made by the **Cass County Commission** must be current **Cass County Commissioners**;
- (d) Two (2) members appointed by the **Clay County Commission**, provided, all appointments made by the **Clay County Commission** must be current **Clay County Commissioners**; and
- (e) Two (2) members of the **West Fargo City Commission**, provided, one (1) of the two (2) members shall be the current president of the **West Fargo City Commission**, and the other member shall be a current member of the **West Fargo City Commission** appointed by the **West Fargo City Commission**.

The **Governing Body** of each **Member Entity** is authorized to designate a **RRRDC Authority Board Member Alternate** to sit in place of an appointed **RRRDC Authority Board Member** when the appointed **RRRDC Authority Board Member** is unable to attend a meeting of the **RRRDC Authority Board**. Any **RRRDC Authority Board Member Alternates** must be either elected or appointed to a **Member Entity’s Governing Body**.

Section 5.02 RRRDC AUTHORITY BOARD MEMBERSHIP REQUIREMENTS. The following are the membership requirements of the **RRRDC Authority Board**:

- (a) A **RRRDC Authority Board Member**, including a **RRRDC Authority Board Member Alternate**, must be a member of a **Member Entity’s Governing Body**.

Section 5.03 NOT EMPLOYEES. **RRRDC Authority Board Members** shall not be deemed employees of the **Red River Regional Dispatch Center Authority**. The **Member**

Entities acknowledge that it is their sole responsibility to provide all compensation and fringe benefits to their respective employees and elected or appointed officials. **RRRDC Authority Board Members** shall not be allowed to be party to any contract with the **Red River Regional Dispatch Center Authority**.

Section 5.04 INCOMPATIBLE OFFICES. **RRRDC Authority Board Members** may not be appointed to any paid office at the **Red River Regional Dispatch Center Authority**, nor shall they be employed by the **Red River Regional Dispatch Center Authority**.

Section 5.05 TERMS OF RRRDC AUTHORITY BOARD MEMBERS. There are no set terms of members of the **RRRDC Authority Board**. The **City of Fargo Members**, **City of Moorhead Members**, **City of West Fargo Members**, **Cass County Members**, and **Clay County Members** shall serve at the discretion of the **Governing Body** of the respective organization from which they were appointed.

Section 5.06 THE CHAIR.

- (a) The **Chair** is a member of the **RRRDC Authority Board** for purposes of presiding at its meeting. The **Chair** may vote on all matters before the **RRRDC Authority Board**, but may not cast an additional vote in the event of a tie vote of the **RRRDC Authority Board**. The **Chair** does not have the authority to veto decisions of the **RRRDC Authority Board**. The **Chair** is the head of the **RRRDC Authority Board** for ceremonial purposes and for the purpose of service of civil process. The **Chair** may execute all contracts, agreements, notes, indentures, warrants, and other instruments on behalf of the **Red River Regional Dispatch Center Authority** and perform any other duties assigned by the **RRRDC Authority Board**. No contract, agreement, note, indenture, warrant, or other instrument executed by the **Chair**, or **Vice Chair** acting as **Chair** pursuant to Section 5.07 of this **Agreement**, shall become valid and binding upon the **Red River Regional Dispatch Center Authority** until countersigned by the **Director** or the **Assistant Director** acting as **Director** pursuant to Section 14.03 of this **Agreement**.
- (b) The **Chair** position shall rotate between the mayors, presidents of the city commission, or selected members of the county commissions, as applicable, of each **Member Entity**. Each **Chair** shall serve a one (1) year term, beginning January 1 and ending December 31. Any partial terms served by an individual as Chair that result from a vacancy shall be considered part of the one-year term to which said individual is next elected by the **Red River Regional Dispatch Center Authority**. Individuals may serve as **Chair** multiple times if they remain in their respective elected or appointed positions. Provided, the **Chair** must not be from a **Member Entity** from the same state as the **Vice Chair's Member Entity** (i.e. if the **Chair** is from a **Minnesota Member Entity**, the **Vice Chair** shall be from a **North Dakota Member Entity**). The term of the **Chair** shall cease if his or her position as mayor or as a president or member of a **Member Entity** has ceased for any reason provided, however, that the **Member Entity** is permitted to replace the **Chair** with the individual filling the vacancy of the outgoing **Chair** position within

the **Governing Body** of the **Member Entity** (i.e., if a new mayor is elected in the **City of Fargo** while the **City of Fargo**'s mayor is serving as **Chair**, then the newly elected mayor of the **City of Fargo** will serve the remainder of the **Chair**'s term). The **Red River Regional Dispatch Center Authority** is authorized to elect an acting **Chair** under such circumstances when a vacancy occurs in a manner not contemplated by this Section.

Section 5.07 VICE CHAIR. A **Vice Chair** must be elected at the **Annual Meeting** of the **RRRDC Authority Board** by a majority vote of all members of the **RRRDC Authority Board**. The **Vice Chair** must be a **RRRDC Authority Board Member** and must not be a member from the same state as the **Chair**. The **Vice Chair** serves as the **Chair** in the **Chair**'s disability or absence from the **RRRDC Authority Board** or when a vacancy in the office of **Chair** exists. When presiding over a meeting in the absence of the **Chair**, the **Vice Chair** may vote on all matters before the **RRRDC Authority Board**, but may not cast an additional vote in the event of a tie vote of the **RRRDC Authority Board**. The **RRRDC Authority Board** must elect a **Vice Chair** at the organizational meeting. Each **Vice Chair** shall serve a one (1) year term beginning the date of selection at the **RRRDC Authority Board Annual Meeting** and ending either upon re-election for another one (1) year term or upon the selection of a successor **Vice Chair**. It is the expectation that the **Vice Chair** for a particular year elected by the **RRRDC Authority Board** will be the following year's **Chair** unless the **Chair**, from term to term, is from the same state (i.e., North Dakota or Minnesota) for successive terms.

Section 5.08 SECRETARY. At the **Annual Meeting** of the **Red River Regional Dispatch Center Authority**, the **RRRDC Authority Board Members** shall appoint a **Secretary**. An employee of one of the **Member Entities**, an individual, or contractor may be appointed as the **Secretary** for the **Red River Regional Dispatch Center Authority**. The **Secretary** shall be responsible for ensuring that minutes are prepared for all **Red River Regional Dispatch Center Authority** meetings. The **Secretary** shall also keep all books and records of the **Red River Regional Dispatch Center Authority** and shall give all notices required by law and may have other duties assigned from time to time by the **Red River Regional Dispatch Center Authority**. The **Secretary** shall also be responsible for compliance with **North Dakota Open Records Law** requirements.

Section 5.09 VOTING BY THE BOARD. Each **RRRDC Authority Board Member** shall have one (1) vote on matters before the **Red River Regional Dispatch Center Authority**. Each **RRRDC Authority Board Member** shall cast a vote on all matters before the **Red River Regional Dispatch Center Authority** unless the **RRRDC Authority Board Member** has a conflict prohibiting him or her from casting a vote. All decisions before the **Red River Regional Dispatch Center Authority** shall be determined by a simple majority vote of the **RRRDC Authority Board Members** present except as set forth in this Section. **RRRDC Authority Board Members** are not permitted to vote by proxy. A **RRRDC Authority Board Member Alternate** will be seated as a **RRRDC Authority Board Member** when the **Member Entity**'s **RRRDC Authority Board Member** is absent from a **RRRDC Authority Board** meeting. When seated pursuant to this Section, **RRRDC Authority Board Member Alternates** will have the same voting rights as regular **RRRDC Authority Board Members**. The following decisions require that at least one (1) affirmative vote must be cast by a **Minnesota Board Member**, at least one (1)

affirmative vote must be cast by a **North Dakota Board Member**, and, with respect to decisions described in subparagraph (a), (b), (f), (g), or (i), at least one (1) affirmative vote must be cast by a **Cass County Member**:

- (a) Approval of the annual operations budget.
- (b) Approval of the annual capital budget.
- (c) Hiring of a **Director**.
- (d) Establish the authorized level or size of staffing of the **Dispatch Center**.
- (e) Termination of the **Director**.
- (f) Approval or modification of the methodology and finance plan developed pursuant to Section 12.06 of this **Agreement** to allocate the costs associated with operating the **Dispatch Center**.
- (g) Approval of the modification of a Section 12.04 or 12.05 population-based cost allocation as recognized in Section 12.07.
- (h) Dissolution of a standing committee, established by this **Agreement**.
- (i) A decision by the **RRRDC Authority Board**, contemplated by Section 21.05, to remove a **Member Entity** deemed to be in default of this **Agreement** pursuant to Section 21.04 of this **Agreement**.

Section 5.10 RRRDC AUTHORITY BOARD MEMBER DISCLOSURE OF CONFLICTS OF INTEREST. Before taking any action or casting a vote regarding a matter before the **RRRDC Authority Board**, which would constitute a conflict of interest under North Dakota law or as set forth in this **Agreement**, **RRRDC Authority Board Member(s)** must disclose such conflict(s) and abstain from voting on the matter involving the conflict of interest and from participating in **RRRDC Authority Board** discussions and deliberations on the matter involving the conflict of interest. For purposes of this **Agreement**, conflicts of interest include, but are not limited to, all conflicts of interest under North Dakota and/or Minnesota law and/or membership on a **Governing Body** and/or status as a controlling officer, member of a board of directors, mayor, president, or chief executive of a political subdivision, a public entity, and/or private entity engaged in a legal or administrative action, or pending litigation and/or active litigation in which the **Red River Regional Dispatch Center Authority** is an adverse party. Any **RRRDC Authority Board Member** with a conflict of interest shall not be entitled to participate in an executive session of the **RRRDC Authority Board** held pursuant to Section 5.11.

Section 5.11 MEETINGS OF THE BOARD. The **Red River Regional Dispatch Center Authority** shall hold meetings as follows:

- (a) Organizational Meeting. An organizational meeting shall be held within thirty (30) calendar days of the **Effective Date** of this **Agreement** and shall be called at a time

to be determined by the **Director**. The **Director** shall ensure that proper notice of this meeting is given.

- (b) Regular Meetings. Thereafter, a schedule of regular meetings, which may include one or more regular meetings each quarter of the year, shall be adopted at the organizational meeting and thereafter each and every year at the **Annual Meeting**. The **RRRDC Authority Board** may determine alternative times and dates for regular meetings.
- (c) Annual Meeting. The **RRRDC Authority Board** shall hold its **Annual Meeting** in January of each year at a time and date to be determined by the **RRRDC Authority Board**.
- (d) Special Meetings. Special meetings of the **RRRDC Authority Board** may be called by the **Chair** and must be called by the **Chair** upon written request of three (3) **RRRDC Authority Board Members**, who must identify the business matters to be discussed at such special meeting. Business at a special meeting is limited to matters contained in the notice of the special meeting. A special meeting may also be called at the request of the **Governing Body** of a **Member Entity**, who must identify the business matters to be discussed at such special meeting.
- (e) Emergency Meetings. In accordance with applicable law, an emergency meeting may be called by the **RRRDC Authority Board** due to circumstances that in the judgment of the **Chair** and/or **Vice Chair** require immediate **RRRDC Authority Board** consideration. Prior to calling an emergency meeting, the **RRRDC Authority Board** shall contact appropriate media.
- (f) Meeting Location. **RRRDC Authority Board** meetings will be held at a location to be determined, from time to time, by the **RRRDC Authority Board**.
- (g) Parliamentary Rules. All meetings of the **RRRDC Authority Board** shall comply with parliamentary rules and procedures outlined in the most recent edition of ROBERT'S RULES OF ORDER for small boards, except to the extent those rules are inconsistent with any rules adopted by the **RRRDC Authority Board** or are inconsistent with the provisions of this **Agreement** or applicable North Dakota law.
- (h) Notice of Meetings to Alternate Board Members. Each **RRRDC Authority Board Member Alternate**, whether or not a voting member, shall be entitled to receive notices of and attend all meetings of the **RRRDC Authority Board**, to receive all reports, and to participate in **RRRDC Authority Board** discussions in the same manner as the **RRRDC Authority Board Members**. Provided, however, that a **RRRDC Authority Board Member Alternate** will not be seated unless the **Member Entity's** appointed **RRRDC Authority Board Member** is unable to attend the meeting, and, during closed sessions of the **RRRDC Authority Board**, the meeting shall be attended only by the **Chair** and **RRRDC Authority Board Members** or seated **RRRDC Authority Board Member Alternates**.

- (i) Executive Sessions. The **RRRDC Authority Board** may hold an executive session to consider or discuss confidential records or other matters as authorized by Chapter 44-04 of the N.D.C.C. **RRRDC Authority Board Members** may be excluded from an executive session in the event that the **Member Entity** or organization from which they are appointed is an adverse party to the **Red River Regional Dispatch Center Authority** in ongoing or pending litigation, which is the subject of the executive session and/or the **RRRDC Authority Board Member** has disclosed a conflict of interest pursuant to Section 5.10 of this **Agreement** that is relevant to or related to the subject of the executive session.

Section 5.12 OPEN MEETING LAW. All meetings of the **Red River Regional Dispatch Center Authority** shall be held in compliance with the **North Dakota Open Records Law**. The **Minnesota Member Entities** shall, to the extent required by the **Minnesota Government Data Practices Act**, publish all notices and conduct all meetings held by a **Minnesota Member Entity** concerning the **Dispatch Center**, in accordance with the **Minnesota Government Data Practices Act**.

Section 5.13 RECORDS RETENTION POLICY. The **Red River Regional Dispatch Center Authority** shall adopt a records retention policy establishing minimum retention periods for its records in compliance with the **North Dakota Open Records Law**. The **Minnesota Member Entities** shall adopt a records retention policy establishing a minimum retention period for any records held by a **Minnesota Member Entity** related to the **Dispatch Center** in compliance with the **Minnesota Government Data Practices Act**.

Section 5.14 OPEN RECORDS LAW. The **Red River Regional Dispatch Center Authority** shall comply with the **North Dakota Open Records Law** in regard to all data collected, created, received, and maintained or disseminated. The **Minnesota Member Entities** shall maintain all data collected, created, received, maintained, or disseminated in conformance with the **Minnesota Government Data Practices Act**.

Section 5.15 QUORUM. A quorum of the **Red River Regional Dispatch Center Authority** necessary for the transaction of any business shall consist of six (6) **RRRDC Authority Board Members** who may transact business. If vacancies cause the membership of the **Red River Regional Dispatch Center Authority** to be fewer than six (6) members, the **Red River Regional Dispatch Center Authority** may not conduct any business until such time that there are at least six (6) **RRRDC Authority Board Members**, provided, however, that if a quorum of **RRRDC Authority Board Members** is not present, the **Members** who are present shall be authorized to adjourn the meeting to such date, time, and place as they shall determine and announce at the time of adjournment. The failure of the **RRRDC Authority Board** to meet due to a lack of a quorum shall not be construed so as to invalidate the authority of the **Director** to implement all previously approved contracts, agreements, or resolutions of the **Red River Regional Dispatch Center Authority**.

Section 5.16 BYLAWS. The **RRRDC Authority Board** may adopt bylaws governing its operations that are not inconsistent with this **Agreement** and may amend said bylaws as necessary. The bylaws may provide for sub-committees of the **RRRDC Authority Board** as

necessary. Any bylaw or modification thereof shall not be effective until approved by a majority vote of the **RRRDC Authority Board**. Bylaws shall be reviewed and updated annually by the **RRRDC Authority Board**.

Section 5.17 OFFICIAL NEWSPAPER. The **RRRDC Authority Board** may designate one or more legal newspapers of general circulation in the **Fargo-Moorhead-West Fargo Metropolitan Area** as its official newspaper for whatever purposes as may be required by statute to be published in an official newspaper.

ARTICLE VI. COMMITTEES

Section 6.01 BOARDS AND COMMISSIONS. Except as otherwise provided by law, or by this **Agreement**, there are no separate administrative boards, committees, or commissions. The **RRRDC Authority Board** performs the duties and exercises the powers of administrative boards, committees, or commissions. The **RRRDC Authority Board** may establish boards, commissions, or committees to advise the **RRRDC Authority Board** with respect to a **Dispatch Center** function or activity, to investigate a subject of interest to the **Red River Regional Dispatch Center Authority**, to perform quasi-judicial functions, or to perform any other task.

Section 6.02 BUDGET & FINANCE COMMITTEE. There is hereby created and continued a **Budget & Finance Committee** of the **Red River Regional Dispatch Center Authority** with the powers and duties set forth in this Article.

Section 6.03 BUDGET & FINANCE COMMITTEE JURISDICTION. The **Budget & Finance Committee** is responsible for making recommendations to the **RRRDC Authority Board** regarding the operating budgets and the capital budgets related to the **Dispatch Center**.

Section 6.04 BUDGET & FINANCE COMMITTEE MEMBERSHIP. The **Budget & Finance Committee** shall consist of ten (10) committee members, each of which shall first be nominated as follows and then approved by the **RRRDC Authority Board**:

- (a) One (1) person nominated by the two (2) **Cass County Members**, one (1) of which is the Cass County Finance Director or a member of the Finance Director's office and the other being one (1) of the **Cass County Members**;
- (b) One (1) person nominated by the two (2) **City of Fargo Members**, one (1) of which is the Fargo Finance Director or a member of the Finance Director's office and the other being one (1) of the **City of Fargo Members**;
- (c) One (1) person nominated by the two (2) **City of Moorhead Members**, one (1) of which is the Moorhead Finance Director or a member of the Finance Director's office and the other being one (1) of the **City of Moorhead Members**;
- (d) One (1) person nominated by the two (2) **Clay County Members**, one (1) of which is the Clay County Finance Director or a member of the Finance Director's office and the other being one (1) of the **Clay County Members**; and

- (e) One (1) person nominated by the two (2) **City of West Fargo Members**, one (1) of which is the West Fargo Finance Director or a member of the Finance Director's office and the other being one (1) of the **City of West Fargo Members**.

Section 6.05 BUDGET & FINANCE COMMITTEE CHAIR. The **Budget & Finance Committee** shall select a chair by majority vote of its members.

Section 6.06 DISSOLUTION OF BUDGET & FINANCE COMMITTEE. In the event that the **RRRDC Authority Board** determines by an affirmative vote of a majority of all **RRRDC Authority Board Members** that the **Budget & Finance Committee** is no longer needed, the **RRRDC Authority Board** may dissolve the **Budget & Finance Committee**.

Section 6.07 MEMBER ENTITY STAFF. **Member Entities** may provide support staff and services for the **Budget & Finance Committee**.

Section 6.08 RRRDC EXECUTIVE COMMITTEE. There is hereby created and continued an **RRRDC Executive Committee** of the **Red River Regional Dispatch Center Authority** with the powers and duties set forth in this Article.

Section 6.09 RRRDC EXECUTIVE COMMITTEE JURISDICTION. The **RRRDC Executive Committee** is responsible for making recommendations to the **RRRDC Authority Board** regarding all matters related to the **Dispatch Center** and for performing any other activities, decisions, tasks, including quasi-judicial functions, or any other matters delegated to it by the **RRRDC Authority Board**.

Section 6.10 RRRDC EXECUTIVE COMMITTEE MEMBERSHIP. The **RRRDC Executive Committee** shall consist of ten (10) committee members, each of which shall first be nominated as follows and then approved by the **RRRDC Authority Board**:

- (a) Two (2) persons nominated by the two (2) **Cass County Members**, and at least one (1) of which is a Cass County Sheriff representative;
- (b) A Fargo Police Department representative and a Fargo Fire Department representative nominated by the two (2) **City of Fargo Members**;
- (c) A Moorhead Police Department representative and a Moorhead Fire Department representative nominated by the two (2) **City of Moorhead Members**;
- (d) Two (2) persons nominated by the two (2) **Clay County Members**, and at least one (1) of which is a Clay County Sheriff representative; and
- (e) A West Fargo Police Department representative and a West Fargo Fire Department representative nominated by the two (2) **City of West Fargo Members**.
- (f) A representative of **Sanford Ambulance** proposed by **Sanford Ambulance**, who shall be a non-voting member of the committee.

Section 6.11 RRRDC EXECUTIVE COMMITTEE CHAIR. The **RRRDC Executive Committee** shall select a chair by majority vote of its members.

Section 6.12 DISSOLUTION OF RRRDC EXECUTIVE COMMITTEE. In the event that the **RRRDC Authority Board** determines by an affirmative vote of a majority of all **RRRDC Authority Board Members** that the **RRRDC Executive Committee** is no longer needed, the **RRRDC Authority Board** may dissolve the **RRRDC Executive Committee**.

Section 6.13 MEMBER ENTITY STAFF. **Member Entities** may provide support staff and services for the **RRRDC Executive Committee**.

Section 6.14 LAW ENFORCEMENT OPERATIONS COMMITTEE. There is hereby created and continued a **Law Enforcement Operations Committee** of the **Red River Regional Dispatch Center Authority** with the powers and duties set forth in this Article.

Section 6.15 LAW ENFORCEMENT OPERATIONS COMMITTEE JURISDICTION. The **Law Enforcement Operations Committee** is responsible for making recommendations to the **RRRDC Executive Committee** regarding policies and procedures related to law enforcement operations and for performing any other activities, decisions, tasks, including quasi-judicial functions, or any other matters delegated to it by the **RRRDC Executive Committee** or the **RRRDC Authority Board**.

Section 6.16 LAW ENFORCEMENT OPERATIONS COMMITTEE MEMBERSHIP. The **Law Enforcement Operations Committee** shall consist of ten (10) committee members, each of which shall first be nominated as follows and then approved by the **RRRDC Executive Committee**:

- (a) Two (2) persons nominated by the two (2) Cass County members of the **RRRDC Executive Committee**;
- (b) Two (2) persons nominated by the two (2) City of Fargo members of the **RRRDC Executive Committee**;
- (c) Two (2) persons nominated by the two (2) City of Moorhead members of the **RRRDC Executive Committee**;
- (d) Two (2) persons nominated by the two (2) Clay County members of the **RRRDC Executive Committee**; and
- (e) Two (2) persons nominated by the two (2) City of West Fargo members of the **RRRDC Executive Committee**.
- (f) A representative of **Sanford Ambulance** proposed by **Sanford Ambulance** and approved by the **RRRDC Executive Committee**, who shall be a non-voting member of the committee.

Section 6.17 LAW ENFORCEMENT OPERATIONS COMMITTEE CHAIR. The **Law Enforcement Operations Committee** shall select a chair by majority vote of its members.

Section 6.18 MEMBER ENTITY STAFF. **Member Entities** may provide support staff and services for the **Law Enforcement Operations Committee**.

Section 6.19 RESERVED.

Section 6.20 DISSOLUTION OF LAW ENFORCEMENT OPERATIONS COMMITTEE. In the event that the **RRRDC Authority Board** determines by an affirmative vote of a majority of all **RRRDC Authority Board Members** that the **Law Enforcement Operations Committee** is no longer needed, the **RRRDC Authority Board** may dissolve the **Law Enforcement Operations Committee**.

Section 6.21 FIRE/EMS OPERATIONS COMMITTEE. There is hereby created and continued a **Fire/EMS Operations Committee** of the **Red River Regional Dispatch Center Authority** with the powers and duties set forth in this Article.

Section 6.22 FIRE/EMS OPERATIONS COMMITTEE JURISDICTION. The **Fire/EMS Operations Committee** is responsible for making recommendations to the **RRRDC Executive Committee** regarding policies and procedures related to Fire/EMS operations matters related to the **Dispatch Center** and for performing any other activities, decisions, tasks, including quasi-judicial functions, or any other matters delegated to it by the **RRRDC Executive Committee** or the **RRRDC Authority Board**.

Section 6.23 FIRE/EMS OPERATIONS COMMITTEE MEMBERSHIP. The **Fire/EMS Operations Committee** shall consist of ten (10) committee members, each of which shall first be nominated as follows and then approved by the **RRRDC Executive Committee**:

- (a) Two (2) persons nominated by the two (2) Cass County members of the **RRRDC Executive Committee**;
- (b) Two (2) persons nominated by the two (2) City of Fargo members of the **RRRDC Executive Committee**;
- (c) Two (2) persons nominated by the two (2) City of Moorhead members of the **RRRDC Executive Committee**;
- (d) Two (2) persons nominated by the two (2) Clay County members of the **RRRDC Executive Committee**; and
- (e) Two (2) persons nominated by the two (2) City of West Fargo members of the **RRRDC Executive Committee**.
- (f) A representative of **Sanford Ambulance** proposed by **Sanford Ambulance** and approved by the **RRRDC Executive Committee**, who shall be a non-voting member of the committee.

Section 6.24 FIRE/EMS OPERATIONS COMMITTEE CHAIR. The **Fire/EMS Operations Committee** shall select a chair by majority vote of its members.

Section 6.25 DISSOLUTION OF FIRE/EMS OPERATIONS COMMITTEE. In the event that the **RRRDC Authority Board** determines by an affirmative vote of a majority of all **RRRDC Authority Board Members** that the **Fire/EMS Operations Committee** is no longer needed, the **RRRDC Authority Board** may dissolve the **Fire/EMS Operations Committee**.

Section 6.26 MEMBER ENTITY STAFF. **Member Entities** may provide support staff and services for the **Fire/EMS Operations Committee**.

Section 6.27 RADIO COMMUNICATIONS COMMITTEE. There is hereby created and continued a **Radio Communications Committee** of the **Red River Regional Dispatch Center Authority** with the powers and duties set forth in this Article.

Section 6.28 RADIO COMMUNICATIONS COMMITTEE JURISDICTION. The **Radio Communications Committee** is responsible for making recommendations to the **RRRDC Executive Committee** regarding policies and procedures related to radio communications operations of the **Dispatch Center** and for performing any other activities, decisions, tasks, including quasi-judicial functions, or any other matters delegated to it by the **RRRDC Executive Committee** or the **RRRDC Authority Board**.

Section 6.29 RADIO COMMUNICATIONS COMMITTEE MEMBERSHIP. The **Radio Communications Committee** shall consist of ten (10) committee members, each of which shall first be nominated as follows and then approved by the **RRRDC Executive Committee**:

- (a) Two (2) persons nominated by the two (2) Cass County members of the **RRRDC Executive Committee**;
- (b) Two (2) persons nominated by the two (2) City of Fargo members of the **RRRDC Executive Committee**;
- (c) Two (2) persons nominated by the two (2) City of Moorhead members of the **RRRDC Executive Committee**;
- (d) Two (2) persons nominated by the two (2) Clay County members of the **RRRDC Executive Committee**; and
- (e) Two (2) persons nominated by the two (2) City of West Fargo members of the **RRRDC Executive Committee**.
- (f) A representative of **Sanford Ambulance** proposed by **Sanford Ambulance**, who shall be a non-voting member of the committee.

Section 6.30 RADIO COMMUNICATIONS COMMITTEE CHAIR. The **Radio Communications Committee** shall select a chair by majority vote of its members.

Section 6.31 DISSOLUTION OF RADIO COMMUNICATIONS COMMITTEE. In the event that the **RRRDC Authority Board** determines by an affirmative vote of a majority of all **RRRDC Authority Board Members** that the **Radio Communications Committee** is no longer needed, the **RRRDC Authority Board** may dissolve the **Radio Communications Committee**.

Section 6.32 MEMBER ENTITY STAFF. **Member Entities** may provide support staff and services for the **Radio Communications Committee**.

Section 6.33 PERSONNEL COMMITTEE. There is hereby created and continued a **Personnel Committee** of the **Red River Regional Dispatch Center Authority** with the powers and duties set forth in this Article.

Section 6.34 PERSONNEL COMMITTEE JURISDICTION. The **Personnel Committee** is responsible for making recommendations to the **RRRDC Executive Committee** regarding personnel matters, including personnel policies and procedures, related to the **Dispatch Center** and for performing any other activities, decisions, tasks, including quasi-judicial functions, or any other matters delegated to it by the **RRRDC Executive Committee** or the **RRRDC Authority Board**.

Section 6.35 PERSONNEL COMMITTEE MEMBERSHIP. The **Personnel Committee** shall consist of ten (10) committee members, each of which shall first be nominated as follows and then approved by the **RRRDC Executive Committee**:

- (a) Two (2) persons nominated by the two (2) Cass County members of the **RRRDC Executive Committee**, one (1) of which is the Cass County Human Resources Director or a member of the Human Resources Director's office and the other being a Cass County Sheriff representative;
- (b) Two (2) persons nominated by the two (2) City of Fargo members of the **RRRDC Executive Committee**, one (1) of which is the Fargo Human Resources Director or a member of the Human Resources Director's office and the other being either the Fargo Police Chief or the Fargo Fire Chief;
- (c) Two (2) persons nominated by the two (2) City of Moorhead members of the **RRRDC Executive Committee**, one (1) of which is the Moorhead Human Resources Director or a member of the Human Resources Director's office and the other being either the Moorhead Police Chief or the Moorhead Fire Chief;
- (d) Two (2) persons nominated by the two (2) Clay County members of the **RRRDC Executive Committee**, one (1) of which is the Clay County Human Resources Director or a member of the Human Resources Director's office and the other being a Clay County Sheriff representative; and,
- (e) Two (2) persons nominated by the two (2) City of West Fargo members of the **RRRDC Executive Committee**, one (1) of which is the West Fargo Human Resources Director or a member of the Human Resources Director's office and the other being either the West Fargo Police Chief or the West Fargo Fire Chief.

Section 6.36 PERSONNEL COMMITTEE CHAIR. The **Personnel Committee** shall select a chair by majority vote of its members.

Section 6.37 DISSOLUTION OF PERSONNEL COMMITTEE. In the event that the **RRRDC Authority Board** determines by an affirmative vote of a majority of all **RRRDC Authority**

Board Members that the **Personnel Committee** is no longer needed, the **RRRDC Authority Board** may dissolve the **Personnel Committee**.

Section 6.38 MEMBER ENTITY STAFF. **Member Entities** may provide support staff and services for the **Personnel Committee**.

ARTICLE VII.

RED RIVER REGIONAL DISPATCH CENTER AUTHORITY POWERS

Section 7.01 POWERS. This **Agreement** shall in no way limit or restrict the powers and duties of each **Member Entity**, except as provided herein. The **Red River Regional Dispatch Center Authority** shall have the following duties and powers.

- (a) Receipt of Funds. To apply for and receive grants and **Debt Obligation** proceeds and to accept donations, bequests, and contributions from the **Member Entities**.
- (b) Enter Into Contracts. To enter into contracts related to the **Dispatch Center** and to perform all of its obligations pursuant to the terms and conditions of those contracts.
- (c) Director. To hire and terminate a **Director**.
- (d) Purchasing. To purchase or otherwise acquire real and personal property and to purchase capital equipment and equipment and items necessary for the operations and maintenance of the **Dispatch Center**.
- (e) Expenses. To incur expenses necessary and incidental to effectuation of its purposes and consistent with its powers.
- (f) Sales. To convey, sell, dispose of, or lease any of its equipment or its real or personal property as deemed necessary for the **Dispatch Center**.
- (g) Sue and Be Sued. To commence litigation as deemed necessary and to defend against any claims brought against the **Red River Regional Dispatch Center Authority**.
- (h) Conduct or Arrange for Public Information Meetings. To conduct and arrange for public information meetings.
- (i) Appoint Ex-Officio Board Members. Ex-Officio **RRRDC Authority Board Members** may attend **RRRDC Authority Board** meetings but may not vote unless they are seated as a member of the **RRRDC Authority Board**.
- (j) Appoint and Terminate Dispatch Center Consultants. To employ a **Program Management Consultant**, a **Lobbyist**, to the extent permitted by law, and other professional services support personnel and to provide necessary office space, supplies, equipment, and other support.

- (k) Employees. To employ personnel to carry out the purposes of this **Agreement**.
- (l) Management of Dispatch Center. To assist in the planning, design, development, and management of the **Dispatch Center**, including **Dispatch Center Property** acquisition and construction of the **Dispatch Center**.
- (m) Finance the Dispatch Center. To provide for the financing of the **Dispatch Center**, including coordination of the issuance of **Debt Obligations** by the **Member Entities**. This power includes the power to request that a **Member Entity** issue **Debt Obligations**.
- (n) Operations and Maintenance of Dispatch Center. To provide for the operations and maintenance of the **Dispatch Center**. This authority includes the authority to hire, retain, and terminate private contractors to provide for the operations and maintenance of the **Dispatch Center**. This power includes the power to request that a **Member Entity** operate and/or maintain the **Dispatch Center**. In the event that a **Member Entity** is requested to maintain a portion of the **Dispatch Center**, the **Member Entity** will be reimbursed for such costs in accordance with Article XII of this **Agreement**.
- (o) Budget. As provided in Article VIII, to establish an annual budget and to submit the preliminary budget for review by June 30 of each year of this **Agreement** to the **Governing Bodies** of the **Member Entities**.
- (p) Insurance. To enter into contracts for the purposes of securing insurance coverage regarding the **Dispatch Center** or the operation of the **Red River Regional Dispatch Center Authority**, including general liability, motor vehicles, property, and workers' compensation coverage.
- (q) Economization. To recommend to the **Member Entities** ways to economize the construction, management, operations, financing, and maintenance of the **Dispatch Center**.
- (r) Land Acquisition Requests. To request that **Member Entities** obtain access to and title to lands, easements, and rights-of-way necessary for the **Dispatch Center**. This will include requests for a **Member Entity** to exercise its eminent domain authority.
- (s) Amendments. To recommend amendments to this **Agreement** to the **Member Entities**.
- (t) Enforce this Agreement. To enforce the terms of this **Agreement**, including requiring one or more of the **Member Entities** to this **Agreement** to fulfill its obligations as defined herein.

- (u) Delegate Tasks. To delegate tasks to one or more of the **Member Entities** to this **Agreement**, unless prohibited by statute or otherwise.
- (v) Committees and Sub-committees. Pursuant to ARTICLE VI of this **Agreement**, to create committees to provide technical, financial, and legal assistance, or other assistance to the **Red River Regional Dispatch Center Authority**.
- (w) Provide for Professional Services. To procure the services of engineers, attorneys, contractors, consultants, and other persons or entities for the planning, design, development, financing, construction, operation, and/or maintenance of the **Dispatch Center**.
- (x) Hire Accountants. Procure the services of a public accountant to make an annual audit of the accounts and records of the **Red River Regional Dispatch Center Authority**.
- (y) Contract with Public Entities. To enter into contracts or other arrangements with the government of the United States of America or any department thereof, municipalities, counties, states or any agency thereof, persons, companies, or corporations, for cooperation or assistance in designing, developing, and constructing or operating the **Dispatch Center** and acquiring and maintaining the necessary lands, easements, and rights-of-way for the **Dispatch Center**, including contracts, joint powers agreements, or other arrangements for advancing funds for **Dispatch Center** purposes and for recouping some or all of such funds including, without limitation, entering into such contract(s), joint powers agreement(s), and any other purposes as may be necessary and appropriate for the furtherance of the **Dispatch Center**. This power includes the power to perform all its obligations under such contracts and the power to carry out and implement such contracts. To enter into joint powers agreements with other public entities.
- (z) Contracts with Private Third Parties. To enter into contracts or other arrangements with private utility companies or cooperatives, or other private parties, for cooperation or assistance in the design, construction, or operating of the **Dispatch Center**, and any other purposes as may be necessary and appropriate for the furtherance of the **Dispatch Center**. This power includes the power to perform all its obligations under such contracts and the power to carry out and implement such contracts.
- (aa) Reserved.
- (bb) Permits. To apply for any permits or licenses for the **Dispatch Center**, whether from the Government, the State of North Dakota, or the State of Minnesota.
- (cc) Reserved.

- (dd) Lobbying. To the extent permitted by law, to lobby for state (in either North Dakota or Minnesota) and/or federal funds for the **Dispatch Center** including lobbying for federal or state (in either North Dakota or Minnesota) authorization or other approvals as may be requested by the **Red River Regional Dispatch Center Authority**.
- (ee) Indemnification. To indemnify and hold harmless the **Member Entities**.
- (ff) Purchase Insurance Policies. To purchase insurance policies or products that provide coverage for contractors, including their consultants, agents, advisors, lobbyists, and employees for work performed in connection with, arising out of, or related to the **Dispatch Center**.
- (gg) Reserved.
- (hh) Reserved.
- (ii) Implicit Powers. In addition to the above specified powers, the **Red River Regional Dispatch Center Authority** shall have those powers implicitly necessary to carry out its duties.
- (jj) Uncertain Powers. If it is not clear whether the **Red River Regional Dispatch Center Authority** has a power to perform a certain action or to make a certain decision, the **Red River Regional Dispatch Center Authority** shall refrain from acting until such times as it receives authority in writing from a majority of **Member Entities**.

ARTICLE VIII. FINANCE/BUDGET

Section 8.01 RRRDC AUTHORITY BOARD TO CONTROL FINANCES. The **RRRDC Authority Board** is responsible for the financial affairs of the **Red River Regional Dispatch Center Authority**. The **RRRDC Authority Board** must provide for the collection of revenues, the safekeeping of assets, the auditing and settlement of accounts, and the safekeeping and disbursements of public monies.

Section 8.02 FISCAL YEAR. The fiscal year of the **Red River Regional Dispatch Center Authority** is the calendar year.

Section 8.03 PREPARATION OF AND SUBMISSION OF THE BUDGET. An annual budget must be prepared and submitted to the **RRRDC Authority Board** by or before August 1 of each and every year of this **Agreement** in accordance with the following schedule:

- (a) The **Director**, with the assistance of the **Executive Committee**, shall prepare and submit an annual budget to the **Budget & Finance Committee** for review no later than May 15; and

- (b) Upon receipt and review thereof, the **Budget & Finance Committee** shall recommend and submit an annual budget to the **RRRDC Authority Board** for its consideration at its first regular meeting in June and the **RRRDC Authority Board** shall, upon receipt and consideration thereof, shall approve a preliminary annual budget and submit it to the **Member Entities** by June 30; and
- (c) Action on the annual budget by the **RRRDC Authority Board** shall be taken as set forth in this Article including, as provided in Section 8.04, adoption of an **Approved Budget** by resolution.

The budget must provide a complete financial plan for **Red River Regional Dispatch Center Authority** funds and activities for the ensuing fiscal year. The budget is in a form recommended by the **Director** or specified by the **RRRDC Authority Board** with necessary modifications required by law. The budget must show estimated income and proposed expenditures, including debt service and comparative figures for the current fiscal year, actual and estimated, and for the preceding fiscal year. The budget must show proposed expenditures for current operations. The budget must show proposed capital expenditures for the ensuing year and the proposed method of financing those capital expenditures. The annual budget will include expenditures for debt service payments; however, expenditures for debt service payments are not subject to annual appropriations of the **Red River Regional Dispatch Center Authority**.

Section 8.04 RRRDC AUTHORITY BOARD ACTION ON THE ANNUAL BUDGET. The budget must be considered by the **RRRDC Authority Board** no later than the first regular meeting of the **RRRDC Authority Board** in June. The **RRRDC Authority Board** must consider the budget at subsequent meetings until an **Approved Budget** is adopted by an affirmative vote of the **RRRDC Authority Board**. The failure of the **RRRDC Authority Board** to approve an annual budget shall not impair, excuse, revoke, negate, or terminate the obligation of a **Member Entity** to provide for and make a debt service payment on a **Debt Obligation**. The sums appropriated by the budget may not exceed the estimated revenues and reserves available to fund the expenditures in the budget. The **RRRDC Authority Board** must adopt the budget by resolution not later than August 1 of each and every year of this **Agreement** and shall submit the **Approved Budget** to the **Member Entities** by August 15 of each such year. The budget resolution must state the total amount of each budgeted fund, with segregation of objects and purposes of expenditures as deemed necessary by the **RRRDC Authority Board**. The sums fixed in the budget resolution are appropriated for the purposes identified in the budget resolution. The failure of the **Red River Regional Dispatch Center Authority** or the **RRRDC Authority Board** to timely approve an annual budget shall not be construed so as to invalidate the authority of the **Red River Regional Dispatch Center Authority** to continue making payments for continuing obligations or contracts previously approved by the **Red River Regional Dispatch Center Authority**.

Section 8.05 MEMBER ENTITY ACTION ON THE ANNUAL BUDGET. As provided in this Article, the **RRRDC Authority Board** shall submit to the **Member Entities** the preliminary budget, upon its adoption by resolution, as provided in Section 8.04. **Member Entities** are not required to formally adopt the budget but they may provide advice, comments, and input to the **Red River Regional Dispatch Center Authority**. The budget submitted to the **Member Entities** is intended to provide **Member Entities** with information regarding the financial condition of the

Red River Regional Dispatch Center Authority and does not require formal approval by the **Member Entities' Governing Bodies**.

Section 8.06 ENFORCEMENT OF THE BUDGET. The **Director** must enforce the budget. The **Director** may not approve a payment or the incurring of an obligation by the **Red River Regional Dispatch Center Authority** unless funds for the payment or obligation are appropriated by the budget and there is a sufficient unexpended balance in the appropriation after deducting prior expenditures and encumbrances against the appropriation; provided, that **Debt Obligations** are not subject to this requirement. An officer, employee, agent, or designee of the **Red River Regional Dispatch Center Authority** may not place an order or make a purchase for the **Red River Regional Dispatch Center Authority** unless the order or purchase is authorized in the budget. A **Red River Regional Dispatch Center Authority** check drawn on **Red River Regional Dispatch Center Authority** funds to a person or entity other than the **Red River Regional Dispatch Center Authority** may not be issued or paid until the claim to which the payment relates has been documented by an invoice, payroll timesheet, or other document approved and signed by a person authorized by the **RRRDC Authority Board** to execute documents on behalf of the **Red River Regional Dispatch Center Authority** who vouches for its correctness and reasonableness. The **Director** must report to the **Budget & Finance Committee** and the **RRRDC Authority Board** from time to time on the status of the budget and the expenditures from, and balances in, the budget accounts and funds.

Section 8.07 ALTERATIONS IN THE BUDGET. The **RRRDC Authority Board** may not increase the amounts appropriated in the budget resolution beyond the estimated revenues except to the extent that actual receipts exceed the estimated revenues. The **RRRDC Authority Board** may, by resolution, reduce an appropriation for any purpose in the budget or authorize the transfer of sums from unencumbered appropriations in the budget to other purposes. The **RRRDC Authority Board** may make budget adjustments as needed and from time to time.

Section 8.08 FUNDS TO BE KEPT. There must be maintained in the **Red River Regional Dispatch Center Authority** treasury the funds required by ARTICLE X of this **Agreement** and other funds as may be required by law, the budget resolution, or other resolution. The **RRRDC Authority Board** may, by resolution, make inter-fund loans except from trust or funds that are required to be restricted in some manner required by an applicable grant or other funding agreement.

Section 8.09 FINANCIAL MANAGEMENT POLICY. The **RRRDC Authority Board** will adopt a financial management policy upon the recommendation of the **Budget & Finance Committee**. The financial management policy should include reference to the annual audit process, and the **RRRDC Authority Board** may, at its discretion, create an audit subcommittee or task the **Budget & Finance Committee** to initiate the process.

**ARTICLE IX.
RESERVED**

**ARTICLE X.
FINANCIAL OVERSIGHT/ FISCAL AGENT**

Section 10.01 FINANCIAL OVERSIGHT. Under the oversight of the **RRRDC Authority Board** and the **Budget & Finance Committee**, the Clay County Auditor, the Cass County Finance Director, the City of Fargo Finance Director, the City of West Fargo Finance Director, and the City of Moorhead Finance Director shall work cooperatively to develop written administrative procedures and to establish funds for the management of **Dispatch Center** funds, **Debt Obligation** proceeds, the repayment of the debt service on any **Debt Obligations**, including, but not limited to procedures for handling **Dispatch Center** payment requests, ensuring tax and arbitrage compliance, and all other financial records for the **Dispatch Center** and the **Red River Regional Dispatch Center Authority**. Said written administrative procedures must be kept on file with the **Secretary** and made available for public inspection.

Section 10.02 INTERIM FISCAL AGENT. **Cass County**, acting through the Cass County Finance Director, shall serve as the **Fiscal Agent** for the **Dispatch Center**, to serve for an indefinite term. **Cass County** may resign as such at any time and which may be removed at any time by the **RRRDC Authority Board**. The **City of Fargo**, having served as the **Fiscal Agent** for many years prior to the **Effective Date**, shall serve as the **Interim Fiscal Agent** for the **Dispatch Center** on a temporary, interim basis and until such time as a transition of the role of **Fiscal Agent** to **Cass County** is completed, said transition to Cass County ending no later than six (6) months after the **Effective Date**. The **Interim Fiscal Agent** shall have the same powers, obligations, and duties as the **Fiscal Agent**.

Section 10.03 APPOINTMENT OF FISCAL AGENT. At such time as **Cass County** is no longer the **Fiscal Agent**, whether by termination at the instance of **Cass County**, the **RRRDC Authority Board**, or otherwise, then in such event, pursuant to Section 5.09 of this **Agreement**, the **RRRDC Authority Board** may appoint a **Fiscal Agent**. The **Fiscal Agent** is chosen by the **RRRDC Authority Board** solely on the basis of cost, experience, and fiscal management qualifications. The **Fiscal Agent** is appointed by the **RRRDC Authority Board** for an indefinite term and may be removed at any time by the **RRRDC Authority Board**.

Section 10.04 FISCAL AGENT. The **Fiscal Agent** shall be responsible for the administration of financial and accounting functions for the **Red River Regional Dispatch Center Authority**. The **Fiscal Agent** may be compensated by the **Red River Regional Dispatch Center Authority** at a rate mutually agreed upon by the **Red River Regional Dispatch Center Authority** and the **Fiscal Agent**. The **Fiscal Agent** shall establish and maintain for the management of **Dispatch Center** funds including but not limited, to annual budgets, revenues, proceeds of **Debt Obligations**, and the repayment of the debt service on the **Debt Obligations**.

Section 10.05 MISCELLANEOUS FUND ACCOUNTS. The **Fiscal Agent** is hereby authorized to establish and maintain such other fund accounts or sub-fund accounts as may be required by the terms of the **Debt Obligations** or agreed upon by the **Member Entities**.

Section 10.06 FISCAL AGENT TO ACT AS TRUSTEE OF FUNDS. The **Fiscal Agent**, acting as a trustee with a fiduciary duty to the other **Member Entities**, shall manage **Dispatch Center** funds outlined in Sections 10.04 and 10.05. If for any reason the **Fiscal Agent** shall neglect or fail to perform said fiduciary duties, the **RRRDC Authority Board** and the **Member Entities** may intervene and take any action necessary to avoid a default in payment of the debt service on the **Debt Obligations** and ensure the proper management of the various funds described in Sections 10.04 and 10.05.

Section 10.07 FUNDS OPEN TO INSPECTION. At all times during the term of this **Agreement**, the **Fiscal Agent** shall make available for inspection its financial records with respect to the funds described in Section 10.04 of this **Agreement**. The **Member Entities** agree that **GAAP** procedures shall govern.

Section 10.08 NO COMMINGLING OF FUNDS. All funds of the **Red River Regional Dispatch Center Authority** shall be held in separate accounts in the name of the **Red River Regional Dispatch Center Authority** and not commingled with funds of any **Member Entity** or any other person or entity. All funds of the **Red River Regional Dispatch Center Authority** shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the calendar year. The **Red River Regional Dispatch Center Authority** shall contract with a public accountant to make an annual audit of the accounts and records of the **Red River Regional Dispatch Center Authority**. All expenditures shall be made in accordance with the **Approved Budget**. Notwithstanding the foregoing, so long as the **City of Fargo** is acting as **Fiscal Agent**, the obligation to hold **Red River Regional Dispatch Center Authority** funds in separate accounts shall not be applicable, as the **City of Fargo** is unable to comply with such requirements. The **City of Fargo** shall, however, endeavor to account separately for such **Red River Regional Dispatch Center Authority** funds, deposits, and expenditures. In no event shall **Pledged Revenues** be considered funds legally available to the **City of Fargo** in conjunction with separate debt or bond instruments or indentures issued by the **City of Fargo** for non-**Dispatch Center** related activity.

Section 10.09 REPORTS AND AUDITS. The **Fiscal Agent** shall submit a quarterly report to the **RRRDC Authority Board Members** and the **Member Entities** showing any activity related to the funds described in Section 10.04 of this **Agreement**. The **Fiscal Agent** shall provide the **RRRDC Authority Board** with annual audit reports and other financial records as needed for the **RRRDC Authority Board** to monitor its funds.

Section 10.10 ASSIGNMENT OR DELEGATION OF DUTIES. In the event that the **Fiscal Agent** is unable, unwilling to perform the duties of the **Fiscal Agent**, or it is in the best interests of the **Red River Regional Dispatch Center Authority**, the **RRRDC Authority Board** may assign the duties of the **Fiscal Agent** to a different third party private entity or a **Member Entity**. Prior to assigning the duties to either a private entity or a **Member Entity**, the **Red River Regional Dispatch Center Authority** shall provide written notice of its intent to assign the duties of **Fiscal Agent** at least thirty (30) calendar days prior to undertaking such action to the **Governing Body** of each of the **Member Entities**.

Section 10.11 BUDGET & FINANCE COMMITTEE. The **Fiscal Agent** shall provide reports and make recommendations regarding the management of **Dispatch Center** funds and financing to the **Budget & Finance Committee** prior to submitting those recommendations to the **RRRDC Authority Board**. The **Budget & Finance Committee** may make recommendations regarding the reports and recommendations of the **Fiscal Agent** and submit those reports and recommendations to the **RRRDC Authority Board**.

Section 10.12 INSPECTION. The books and records of the **Red River Regional Dispatch Center Authority** shall be open to inspection by the **RRRDC Authority Board Members** and **Member Entities** at all reasonable times.

ARTICLE XI. ISSUANCE OF DEBT FOR THE DISPATCH CENTER

Section 11.01 INTENT. The **Member Entities** agree and acknowledge that the **Dispatch Center** may require the issuance of **Debt Obligations** by one or more of the **Member Entities** which may be used to pay costs directly associated with the **Dispatch Center** or to refund prior **Debt Obligations**, both temporary and permanent, issued by one or more of the **Member Entities**.

Section 11.02 ISSUANCE OF DEBT FOR DISPATCH CENTER PERMITTED. The **Member Entities** agree and acknowledge that N.D.C.C. § 54-40.3-01, and Minn. Stat. § 471.59 allow two (2) or more Minnesota and North Dakota political subdivisions having in common any portion of their territory to cooperatively exercise their respective powers to issue **Debt Obligations** for the purpose of constructing and acquiring the **Dispatch Center** that will be owned or operated jointly or cooperatively by and through a joint powers agreement.

Section 11.03 PROCEDURE TO ISSUE DEBT OBLIGATIONS. The **Member Entities** agree and acknowledge that the precise terms and conditions of any **Debt Obligations** are unknown as of the **Effective Date**. The specific terms of the **Debt Obligations** will be set forth by written resolution adopted by the **Red River Regional Dispatch Center Authority** and the **Member Entity**, and/or **Member Entities**, issuing the **Debt Obligation**.

Section 11.04 RESERVED.

Section 11.05 DEBT OBLIGATION HELD/ISSUED BY MEMBER ENTITIES. The **Debt Obligations** will be issued by one or more of the **Member Entities**. The **Red River Regional Dispatch Center Authority** shall not be deemed to be the issuer of **Debt Obligations** and the **Red River Regional Dispatch Center Authority** shall not have the authority to pledge the full faith, credit and/or taxing power of a **Member Entity** without concurrent approval of the **Member Entity** issuing the **Debt Obligation**.

Section 11.06 COVENANT. Until the **Debt Obligations** have been fully paid and redeemed as provided in the terms of the **Debt Obligations** or any extensions thereof, the **Member Entities** hereby covenant and agree that they will use their **Best Efforts** to fully and properly perform each and all of the covenants contained and referred to in this **Agreement** and in the **Debt Obligations** or any extensions thereof.

Section 11.07 CASS COUNTY TO MAINTAIN TAX EXEMPT STATUS. **Cass County** covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the **Debt Obligations** to become subject to taxation under the **Code**, as now existing or as hereinafter amended or proposed or in effect at the time of such action, or otherwise cause the **Debt Obligations** to be treated as private activity bonds. **Cass County** agrees to monitor and take any action necessary to make rebate payments that may be required under the **Code** and related U.S. treasury regulations.

Section 11.08 CLAY COUNTY TO MAINTAIN TAX EXEMPT STATUS. **Clay County** covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the **Debt Obligations** to become subject to taxation under the **Code**, as now existing or as hereinafter amended or proposed or in effect at the time of such action, or otherwise cause the **Debt Obligations** to be treated as private activity bonds. **Clay County** agrees to monitor and take any action necessary to make rebate payments that may be required under the **Code** and related U.S. treasury regulations.

Section 11.09 CITY OF FARGO TO MAINTAIN TAX EXEMPT STATUS. The **City of Fargo** covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the **Debt Obligations** to become subject to taxation under the **Code**, as now existing or as hereinafter amended or proposed or in effect at the time of such action, or otherwise cause the **Debt Obligations** to be treated as private activity bonds. The **City of Fargo** agrees to monitor and take any action necessary to make rebate payments that may be required under the **Code** and related U.S. treasury regulations.

Section 11.10 CITY OF MOORHEAD TO MAINTAIN TAX EXEMPT STATUS. The **City of Moorhead** covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the **Debt Obligations** to become subject to taxation under the **Code**, as now existing or as hereinafter amended or proposed or in effect at the time of such action, or otherwise cause the **Debt Obligations** to be treated as private activity bonds. The **City of Moorhead** agrees to monitor and take any action necessary to make rebate payments that may be required under the **Code** and related U.S. treasury regulations.

Section 11.11 CITY OF WEST FARGO TO MAINTAIN TAX EXEMPT STATUS. The **City of West Fargo** covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the **Debt Obligations** to become subject to taxation under the **Code**, as now existing or as hereinafter amended or proposed or in effect at the time of such action, or otherwise cause the **Debt Obligations** to be treated as private activity bonds. The **City of West Fargo** agrees to monitor and take any action necessary to make rebate payments that may be required under the **Code** and related U.S. treasury regulations.

ARTICLE XII. DISPATCH CENTER PROCEDURES AND COST SHARE

Section 12.01 INTENT. The **Member Entities** agree and acknowledge that the following general procedures will govern the bidding, contracting, and payment procedures for any projects.

Section 12.02 NORTH DAKOTA AND MINNESOTA MEMBER ENTITY ALLOCATION. The **North Dakota Member Entities** are authorized to enter into a separate, subordinate agreement as between the **North Dakota Member Entities** to allocate the **Dispatch Center** costs herein allocated to the **North Dakota Member Entities** pursuant to Sections 12.03, 12.04, 12.05, or 12.06 of this **Agreement**. The **Minnesota Member Entities** are authorized to enter into a separate, subordinate agreement as between the **Minnesota Member Entities** to allocate the **Dispatch Center** costs herein allocated to the **Minnesota Member Entities** pursuant to Section 12.03, 12.04, 12.05, or 12.06 of this **Agreement**. Pursuant to and in accordance with this section **Clay County** and the **City of Moorhead** intend to enter into a Dispatch Services Reimbursement Agreement whereby the **City of Moorhead** will remit its cost share to **Clay County**, which in turn will remit the **Minnesota Member Entities** cost share to the **Red River Regional Dispatch Center Authority**. Provided that if **Clay County** and the **City of Moorhead** are unable to enter into a Dispatch Services Reimbursement Agreement or said Dispatch Services Reimbursement Agreement is terminated, the **City of Moorhead** shall pay its share of the costs as set forth in this Article directly to the **Red River Regional Dispatch Center Authority**. Any sub-agreements and the rights of the **Member Entities** thereunder, entered into by the **Member Entities** pursuant to this Section, shall be subordinate to the rights created under this **Agreement**.

Section 12.03 COST SHARE – SOFTWARE MAINTENANCE AGREEMENT AND LICENSE FEES. The costs associated with the **Software Maintenance Agreement** and ongoing license fees therefore will be pro-rated between the **City of Fargo**, the **City of West Fargo**, the **City of Moorhead**, **Cass County**, and **Clay County** based on the cost-share formula as follows:

- (a) **City of Fargo** – 36.65%
- (b) **City of Moorhead** – 17.68%
- (c) **Cass County** – 18.42%
- (d) **Clay County** – 15.84%
- (e) **City of West Fargo** – 11.42%

Section 12.04 COST SHARE – OTHER THAN ANNUAL OPERATIONS. **Costs** for matters other than the annual **Software Maintenance Agreement** costs and ongoing license fees therefore, as described in Section 12.03, and other than for annual operations, as described in Section 12.05, shall be split and apportioned between the **Member Entities** in the following manner:

- A. **City of Fargo** – 50.4%
- B. **City of Moorhead** – 17.8%

- C. **Cass County** – 8.0%
- D. **Clay County** – 8.3%
- E. **City of West Fargo** – 15.5%

Said allocation percentages being based upon the Metro-COG formula and upon the desire to provide dispatch services on behalf of other non-member agencies. [Note: The cost-allocation formula was updated to current population after the 2010 and 2020 U.S. Census data became available. Based upon 2020 U.S. Census results, population of each of the five (5) **Member Entities** are: **Clay County**-65,318; **Cass County**-184,525; Total Cass/Clay-249,843]; **City of Moorhead**-44,505; **City of Fargo**-125,990; **City of West Fargo**-38,626.]

Section 12.05 COST SHARE – ANNUAL OPERATIONS. With respect to the allocation of the annual operations costs, as they are typically reflected in the annual operations budget, costs shall be split and apportioned between the **Member Entities** in the following manner:

- A. **City of Fargo** – 0.0%
- B. **City of Moorhead** – 17.8%
- C. **Cass County** – 73.9%
- D. **Clay County** – 8.3%
- E. **City of West Fargo** – 0.0%

Said costs allocation to **Cass County** for the shares for the **City of West Fargo** and the **City of Fargo** being covered by a North Dakota 9-1-1 fee collected by **Cass County**, said arrangement having been memorialized in the Eighth Amended JPA (a/k/a the Fifth Amendment to the Third Amended and Reconstituted Joint Powers Agreement (Jan. 2015)). See generally Exhibit A.

Section 12.06 COST SHARE FOR NEW DISPATCH CENTER. As of the Effective Date, the **Red River Regional Dispatch Center Authority** is considering arrangements for the design, financing, construction, and fit-up of a new dispatch facility (the “**New Dispatch Center**”) intended to replace the dispatch facility located at 300 NP Avenue, Fargo, North Dakota. With respect to the sharing of costs associated with the design, financing, and construction of the **New Dispatch Center**, cost-share and other provisions related to the **New Dispatch Center** are set forth in Article XXIV below.

Section 12.07 PERIODIC REVIEW OF COST SHARE ALLOCATIONS BASED UPON POPULATION. Subject to Section 12.02, the **RRRDC Authority Board** will review the operational cost allocations derived from population calculations or estimates, such as the allocations set forth in Sections 12.04 and 12.05, every three (3) years to determine if changes in population distributions warrant revision of the allocation of costs. The failure of the **RRRDC Authority Board** to undertake such review or to approve any proposed revision shall not invalidate the then-existing cost share allocation set forth herein or any cost share allocation subsequently approved as provided in this **Agreement**.

Section 12.08 DISPUTES WITH CONTRACTORS. The **Member Entities** and the **Red River Regional Dispatch Center Authority** shall coordinate with respect to any disputes with contractors regarding contracts let for the **Dispatch Center** business purposes. Such coordination shall include any potential or ongoing litigation with the contractor. If a **Member Entity** has a claim made against it for a contract for construction of an element of the **Dispatch Center**, the **Red River Regional Dispatch Center Authority** shall reimburse the **Member Entity** for any and all legal fees or other costs or damages the **Member Entity** incurs arising from or related to the contract dispute. Claims made or brought against a **Member Entity** arising out of contracts let for the **Dispatch Center** shall be venued in accordance with the applicable construction contract venue selection language and/or applicable federal or state rules, regulations, or laws.

ARTICLE XIII. OPERATIONS AND MAINTENANCE

Section 13.01 DISPATCH CENTER MAINTENANCE. The **Member Entities** agree and acknowledge that the **Dispatch Center** will require management, operations, and maintenance. The **RRRDC Authority Board** will oversee the long-term management, operations, and maintenance of the **Dispatch Center**. The **Red River Regional Dispatch Center Authority** shall reimburse **Member Entities** for all reasonable costs incurred by the **Member Entity** arising from or directly related to management, operation, improvement, modification, or maintenance of the **Dispatch Center**.

Section 13.02 OPERATIONS. The **Director** and the **RRRDC Authority Board** are authorized to provide amounts within the annual budget for the annual administration and operations of the **Dispatch Center**. The **RRRDC Authority Board** shall by written resolution enact specific procedures and policies to govern the operation of the **Dispatch Center**.

Section 13.03 RESERVED.

Section 13.04 MAINTENANCE. The **RRRDC Authority Board** may request one or more **Member Entities** to perform maintaining of the **Dispatch Center**.

Section 13.05 OPERATIONS AND MAINTENANCE EMPLOYEES. The **Red River Regional Dispatch Center Authority** may hire employees or contract with private entities to provide for the maintenance of the **Dispatch Center**. The **Director** shall provide the **RRRDC Authority Board** with regular updates regarding operations and maintenance of the **Dispatch Center**.

Section 13.06 ADOPT PROCEDURES. The **RRRDC Authority Board** may adopt procedures, protocols, and standard operating procedures for the **Dispatch Center** by written resolution. The procedures, protocols, and standard operating procedures shall be developed in cooperation by the administrative staffs of the **Member Entities**. The resolution or resolutions approving the procedures, protocols, and standard operating procedures shall be submitted to the **Member Entities** a minimum of forty-five (45) calendar days prior to consideration by the **RRRDC Authority Board**. The **Member Entities** may comment upon the draft resolution by submitting written comments to the **RRRDC Authority Board**. The **RRRDC Authority Board** may then approve the resolution establishing the procedures, protocols, and standard operating

procedures in accordance with the voting requirements of Section 5.09 of this **Agreement**. The **RRRDC Authority Board** will have authority to operate the **Dispatch Center**, and the **Member Entities** shall cooperate with the operations and policies of the **RRRDC Authority Board**.

Section 13.07 REQUESTS TO PERFORM MAINTENANCE. The **Red River Regional Dispatch Center Authority** may request that a **Member Entity** undertake maintenance of a **Dispatch Center Element**.

Section 13.08 CONTRACTS FOR MAINTENANCE OF DISPATCH CENTER ELEMENTS. Contracts for maintenance of **Dispatch Center Elements** shall identify the **Member Entity** undertaking the maintenance or the **Red River Regional Dispatch Center Authority** as the owner under the contract. The form of the contract shall be approved by the **Director**. All contracts for maintenance of **Dispatch Center Elements** shall be approved at a public meeting and by resolution of either the **Member Entity's Governing Body** or the **RRRDC Authority Board**. Copies of all contracts held by a **Member Entity** pursuant to this Section shall be provided to the **Secretary**.

Section 13.09 PROCESSING OF PAY REQUESTS AND CHANGE ORDERS FOR MAINTENANCE CONTRACTS. Pay request and change orders relating to contracts for maintenance of **Dispatch Center Elements** shall be reviewed and approved by either the applicable **Member Entity** or the **Red River Regional Dispatch Center Authority** which ever entity is identified as the owner under the contract. Provided that whether a **Member Entity** or the **Red River Regional Dispatch Center Authority** is identified as the owner under the contract, change orders exceeding ten percent (10%) or twenty-five thousand dollars (\$25,000), whichever amount is smaller, of the original contract amount for the maintenance of **Dispatch Center Elements** shall be approved by the **Director**. Copies of all pay requests and change orders held by a **Member Entity** pursuant to this Section shall be provided to the **Secretary**.

Section 13.10 RESERVED.

Section 13.11 DISPUTES WITH CONTRACTORS REGARDING MAINTENANCE CONTRACTS. The **Member Entities** and the **Red River Regional Dispatch Center Authority** shall coordinate with respect to any disputes with contractors regarding contracts let for the maintenance of a **Dispatch Center Element**. Such coordination shall include any potential or ongoing litigation with the contractor. If a **Member Entity** has a claim made against it for a contract for maintenance of a **Dispatch Center Element**, the **Red River Regional Dispatch Center Authority** shall reimburse the **Member Entity** for any and all legal fees or other costs or damages the **Member Entity** incurs arising from or related to the contract dispute. Claims made or brought against a **Member Entity** arising out of a contract for maintenance of a **Dispatch Center Element** shall be venued in accordance with the applicable maintenance contract venue selection language and/or applicable federal or state rules, regulations, or laws.

ARTICLE XIV. DIRECTOR

Section 14.01 THE DIRECTOR. The **Director** is the chief administrative officer of the **Red River Regional Dispatch Center Authority**. The **Director** is chosen by the **Red River Regional Dispatch Center Authority** solely on the basis of training, experience, executive, and administrative qualifications. The **Director** is appointed by the **RRRDC Authority Board** for an indefinite term but may be removed at any time by the **RRRDC Authority Board**; provided, however, the **RRRDC Authority Board** is authorized to enter into an employment agreement with the **Director** containing provisions that address termination for cause, termination without cause, or both.

Section 14.02 POWERS AND DUTIES OF THE DIRECTOR.

- (a) The **Director** is the head of the administrative branch of the **Red River Regional Dispatch Center Authority** and is responsible to the **RRRDC Authority Board** for the administration of the **Red River Regional Dispatch Center Authority's** affairs.
- (b) The **Director** will be responsible for compliance of, and enforcement of, this **Agreement** and the resolutions of the **Red River Regional Dispatch Center Authority**.
- (c) The **Director** appoints employees on the basis of merit and fitness and subject to the applicable personnel policies or rules of the **Red River Regional Dispatch Center Authority** and the **Approved Budget**. The **Director** may remove or suspend appointed employees subject to applicable personnel policies or rules. The **Director** shall maintain authorized Full Time Equivalent (FTE) positions for the organization consistent with **RRRDC Authority Board** approvals and budgetary constraints. The **Director** may delegate tasks and projects to **Red River Regional Dispatch Center Authority** employees or **Member Entity** staff, including the **Human Resources Agent**.
- (d) The **Director** must attend meetings of the **RRRDC Authority Board**. The **Director** may take part in discussion at **RRRDC Authority Board** meetings but may not vote.
- (e) The **Director** may recommend to the **RRRDC Authority Board** for adoption measures necessary for the efficient administration of the **Red River Regional Dispatch Center Authority's** affairs.
- (f) The **Director** must keep the **RRRDC Authority Board** fully advised of the financial condition of the **Red River Regional Dispatch Center Authority**. The **Director**, working with the **Fiscal Agent**, the **Budget & Finance Committee**, and the **RRRDC Executive Committee**, must prepare and submit the annual budget.

- (g) The **Director** will confer with the **RRRDC Executive Committee** and with the other committees as may be necessary and appropriate.
- (h) The **Director** will implement the **RRRDC Authority Board's** policies regarding operation and maintenance of the **Dispatch Center**.
- (i) The **Director** performs other duties prescribed by this **Agreement** or the **RRRDC Authority Board**.
- (j) The **Director** may be employed by the **Red River Regional Dispatch Center Authority** pursuant to a written employment agreement.
- (k) The **Director** may make recommendations regarding the **Fiscal Agent** or the **Human Resources Agent** but does not have the power to suspend and/or remove the **Fiscal Agent** or the **Human Resources Agent**.
- (l) The **Director** shall consult with the **Assistant Director** on matters related to the **Dispatch Center**.

Section 14.03 ASSISTANT DIRECTOR. The **Assistant Director** shall serve as the **Director** when the office of **Director** is vacant and unfilled and, in addition, shall be authorized to execute functions of the **Director** at such other times and in other situations as may be authorized by the **RRRDC Authority Board**.

Section 14.04 HUMAN RESOURCES AGENT. The **City of Fargo**, acting through the City of Fargo Human Resources Director, shall serve as the **Human Resources Agent** for the **Dispatch Center**, to serve for an indefinite term but may resign as such at any time and may be removed at any time by the **RRRDC Authority Board**. The **Human Resources Agent** shall be responsible for providing assistance and support to the **Director** as may be necessary and appropriate regarding the human resources functions of the **Red River Regional Dispatch Center Authority**. At such time as the **City of Fargo** is no longer the **Human Resources Agent**, whether by termination by decision of the **City of Fargo**, the **RRRDC Authority Board**, or by other circumstance, then in such event, pursuant to Section 5.09 of this **Agreement**, the **RRRDC Authority Board** may appoint a **Human Resources Agent**. The **Human Resources Agent** is chosen by the **RRRDC Authority Board** solely on the basis of cost, experience, and human resources management qualifications. The **Human Resources Agent** is appointed by the **RRRDC Authority Board** for an indefinite term and may be removed at any time by the **RRRDC Authority Board**. The **Human Resources Agent** may be compensated by the **Red River Regional Dispatch Center Authority** at a rate mutually agreed upon by the **Red River Regional Dispatch Center Authority** and the **Human Resources Agent**.

Section 14.05 ADMINISTRATIVE ORGANIZATION. The **RRRDC Authority Board** may, by resolution, establish **Red River Regional Dispatch Center Authority** departments, offices, and agencies and prescribe their functions. A power or duty conferred by this **Agreement** on an

office or agency may not be transferred by the **RRRDC Authority Board** to a different office or agency.

Section 14.06 PURCHASES AND CONTRACTS. The **Director** is the chief purchasing agent of the **Red River Regional Dispatch Center Authority**. Purchases and contracts are made by the **Director** in accordance with procedures specified by **RRRDC Authority Board** resolution. The **Director** may enter into a purchase or contract in an amount on behalf of the **Red River Regional Dispatch Center Authority** that is in excess of such amount as determined by the **Red River Regional Dispatch Center Authority**. Such purchase or contract amounts in excess of the established authorized threshold require the approval by the **RRRDC Authority Board**. Other contracts and bonds, instruments, and documents to which the **Red River Regional Dispatch Center Authority** is a party must be signed by the **Chair** and the **Director** on behalf of the **Red River Regional Dispatch Center Authority**. The **RRRDC Authority Board** may, by resolution, adopt additional regulations for making **Red River Regional Dispatch Center Authority** contracts. **Red River Regional Dispatch Center Authority** contracts must be made in accordance with law.

ARTICLE XV. INSURANCE AND LIABILITY

Section 15.01 LIABILITY COVERAGE. To the fullest extent permitted by law, actions by the **Member Entities** pursuant to this **Agreement** are intended to be and shall be construed as a “cooperative activity,” and it is the intent of the **Member Entities** that they shall be deemed a “single governmental unit” for the purpose of liability. The **Red River Regional Dispatch Center Authority** shall maintain liability coverage with the North Dakota Insurance Reserve Fund with a minimum limit equal to the maximum liability limit in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04, Subdivision 1, whichever amount is greater. Alternatively, the **Red River Regional Dispatch Center Authority** may maintain equivalent private liability coverage. Such policy may be provided through a commercial general limited liability (“CGL”) policy. Such private liability policies must comply with the following requirements:

- (a) Minimum Limits. Each policy shall have a limit at least equal to the maximum municipal liability limits in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04, Subdivision 1, whichever amount is greater. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than three million dollars (\$3,000,000).
- (b) Type of Coverage. The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually assumed liability.
- (c) Additional Covered Parties. Each **Member Entity**, and each **Member Entities’** officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from **Dispatch Center** activities or operations.

Section 15.02 ADDITIONAL POLICIES AUTHORIZED. The **Red River Regional Dispatch Center Authority** may, in its discretion, procure coverage for the contractors or other parties as needed and deemed necessary by the **RRRDC Authority Board**.

Section 15.03 AUTO LIABILITY AND PROPERTY DAMAGE. The **Red River Regional Dispatch Center Authority** may in its discretion procure coverage for auto liability and damage or loss of property. Each party shall be responsible for damages to or loss of its own equipment that is used for **Red River Regional Dispatch Center Authority** activities. Each **Member Entity** waives the right to, and agrees that it will not, bring any claim or suit against the **Red River Regional Dispatch Center Authority** or any other **Member Entity** for damages to or loss of its equipment arising out of participation in or assistance with the **Red River Regional Dispatch Center Authority** operations or activities, even if the damages or losses were caused wholly or partially by the negligence of the other **Member Entities** or their officers, employees, or volunteers.

Section 15.04 WORKERS' COMPENSATION COVERAGE. In the event that the **Red River Regional Dispatch Center Authority** hires employees, it shall maintain workers' compensation coverage of its employees. Each **Member Entity** shall be responsible for injuries or death of its own personnel. Each **Member Entity** will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel if they participate in or assist **Red River Regional Dispatch Center Authority** operations or activities. Each **Member Entity** waives the right to, and agrees that it will not, bring any claim or suit against the **Red River Regional Dispatch Center Authority** or any other **Member Entity** for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with **Red River Regional Dispatch Center Authority** operations or activities, even if the injuries were caused wholly or partially by the negligence of any other **Member Entity** or its officers, employees, or volunteers.

Section 15.05 DEFENSE AND INDEMNIFICATION. The **Red River Regional Dispatch Center Authority** agrees to defend and indemnify the **Member Entities** and the individual **RRRDC Authority Board Members** for any liability claims arising from the **Red River Regional Dispatch Center Authority** activities or operations, decisions of the **Red River Regional Dispatch Center Authority**, or arising out of or regarding the **Dispatch Center**. Nothing in this **Agreement** shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any **Member Entity** 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.

Section 15.06 RESERVED.

Section 15.07 INDEMNIFICATION. In the event that a claim is made against a **Member Entity** arising out of or related to the **Dispatch Center**, and the **Member Entity** seeks defense and indemnification from the **Red River Regional Dispatch Center Authority** pursuant to Section 15.05 of this **Agreement**, the **Red River Regional Dispatch Center Authority** shall first

apply any and all available and/or applicable insurance proceeds against said claim. In the event that such insurance proceeds are insufficient to satisfy the costs associated with such claim, and only after the application of insurance proceeds, said costs shall then be paid by funds made available to the **Red River Regional Dispatch Center Authority** by the **Member Entities**. Any amounts remaining to be paid shall then be allocated to the **Member Entities** in proportion to the cost allocation set forth in Article XII hereof.

Section 15.08 UNINSURED LIABILITY. Any excess or uninsured liability shall be borne in accordance with the cost-share formula for maintenance set forth in Article XII of this **Agreement**, by all **Member Entities**; provided, however, this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Section 15.09 CERTIFICATE OF INSURANCE. All insurance policies and certificates required under this **Agreement** shall be open to inspection by any **Member Entity** and copies of the policies or certificates shall be submitted to a **Member Entity** upon written request.

ARTICLE XVI.

OWNERSHIP OF PROPERTY ACQUIRED FOR THE DISPATCH CENTER

Section 16.01 INTENT OF THE MEMBER ENTITIES. The **Member Entities** agree and acknowledge that the **Dispatch Center** may require the acquisition of lands, easements, and/or rights-of-way, within one (1) or more of the various jurisdictions of the **Member Entities**. The **Member Entities** desire to set forth the responsibilities for each of the **Member Entities** with respect to the ownership of easements, rights-of-way, and lands related to and/or connected with the **Dispatch Center**. Said easements, rights-of-way, and lands related to the **Dispatch Center** may be titled in the names of the various **Member Entities**.

Section 16.02 PUBLIC PURPOSE. The **Member Entities** acknowledge, agree, and declare that the acquisition of easements, rights-of-way, and land for the **Dispatch Center** is for a public need and purpose.

Section 16.03 RESERVED.

Section 16.04 RESERVED.

Section 16.05 RESERVED.

Section 16.06 NATURE OF OWNERSHIP. The **Member Entities** acknowledge, agree, and covenant that to the extent a **Member Entity** owns **Dispatch Center Property**, it shall hold **Dispatch Center Property** for the benefit of the **Dispatch Center** and the **Red River Regional Dispatch Center Authority**, and it shall at all times control and maintain ownership of the **Dispatch Center Property** to ensure that the **Dispatch Center Property** is available for the **Dispatch Center**. The **Member Entities** acknowledge, agree, and covenant that they shall not take any action with respect to the **Dispatch Center Property** which would undermine the financing, construction, operation, and maintenance of the **Dispatch Center**.

Section 16.07 REQUEST FOR ACQUISITION OF DISPATCH CENTER PROPERTY. In the event that the **Red River Regional Dispatch Center Authority** requests that a **Member Entity** undertake the acquisition of **Dispatch Center Property**, the **Red River Regional Dispatch Center Authority** will provide a written request to the **Member Entity** and an estimated budget for the requested acquisition. The **Member Entity** shall proceed with acquiring the **Dispatch Center Property** by either voluntary action or eminent domain if the cost of the requested purchase or the eminent domain litigation is within the budget provided by the **Red River Regional Dispatch Center Authority**. Provided that if the cost of the **Dispatch Center Property** acquisition exceeds the budget set forth by the **Red River Regional Dispatch Center Authority**, the **Member Entity** shall request authorization from the **Red River Regional Dispatch Center Authority** to proceed with the **Dispatch Center Property** acquisition and shall not proceed with acquiring the **Dispatch Center Property** until the **Member Entity** receives approval from the **Red River Regional Dispatch Center Authority**. Copies of all public documents held by **Member Entities** reflecting actions undertaken by the **Member Entity** pursuant to this Section shall be provided to the **Secretary**.

Section 16.08 EMINENT DOMAIN ACTIONS. In the event that a **Member Entity** is required to commence an eminent domain action to acquire **Dispatch Center Property**, the eminent domain action will be venued in a court having jurisdiction over such action and as determined by the **Member Entity** commencing the eminent domain action.

Section 16.09 REIMBURSEMENT FOR DISPATCH CENTER PROPERTY ACQUIRED AFTER EFFECTIVE DATE. The **Member Entities** agree and acknowledge that each **Member Entity** will be reimbursed for **Dispatch Center Property** that it acquires after the **Effective Date** of this **Agreement** pursuant to requests of the **Red River Regional Dispatch Center Authority**. Reimbursement to **Member Entities** will include, but not be limited to, the purchase price of the **Dispatch Center Property**, appraisal costs, negotiation costs, title preparation and examination costs, relocation and re-establishment costs, legal fees associated with the acquisition, court costs, closing costs arising from and related to the acquisition of **Dispatch Center Property**, environmental remediation, cultural mitigation, and any other costs related to acquisition. Each **Member Entity** that acquires **Dispatch Center Property** shall submit its request for reimbursement to the **Director** and to the **Fiscal Agent** for payment. The **Red River Regional Dispatch Center Authority** will review and determine if such costs are eligible for reimbursement and then shall reimburse the **Member Entity** for the allowable costs incurred in connection with **Dispatch Center Property** acquisition.

Section 16.10 SALE OF EXCESS DISPATCH CENTER PROPERTY. The **Member Entities** agree and acknowledge that excess real property may be acquired in connection with real property needed for the **Dispatch Center**. In the event that excess real property is acquired, the **Member Entity** shall coordinate the sale, conveyance, or lease of such property with the **Director** and that **Member Entity's** chief administrative staff. **Member Entities** shall not sell, trade, and/or exchange excess **Dispatch Center Property** without prior written approval from the **RRRDC Authority Board**. All monies generated, less reasonable administrative expenses incurred by the **Member Entity**, from the sale, conveyance, or lease of excess **Dispatch Center Property** by a **Member Entity**, shall be remitted to the **Red River Regional Dispatch Center Authority**.

Section 16.11 PRO-RATA SAFE HARBOR. In the event that a **Member Entity** and the **Red River Regional Dispatch Center Authority** jointly acquire a parcel and only a portion or percentage of said property is needed for the **Dispatch Center**, the **Member Entity** and the **Red River Regional Dispatch Center Authority** will cooperate in the sale of excess property and sale proceeds will be applied and refunded to the **Member Entity** and the **Red River Regional Dispatch Center Authority** based upon the pro-rata **Member Entity** contribution and the **Red River Regional Dispatch Center Authority** contribution.

Section 16.12 DISPATCH CENTER PROPERTY OWNERSHIP UPON WITHDRAWAL AND/OR REMOVAL OF A MEMBER ENTITY. In the event that a **Member Entity** withdraws or is removed from the **Red River Regional Dispatch Center Authority** pursuant to Sections 21.05 and/or 21.06 of this **Agreement**, that **Member Entity** shall convey, transfer and assign any and all **Dispatch Center Property** which has been titled in the name of the **Former Member Entity** to the **Red River Regional Dispatch Center Authority** within forty-five (45) calendar days of withdrawing or being removed from the **Red River Regional Dispatch Center Authority** and this **Agreement**.

ARTICLE XVII. RESERVED

ARTICLE XVIII. EFFECT OF AMENDMENT

Section 18.01 INTENT. This **Agreement** is intended to be an amendment to, and a replacement of, the **Original Joint Powers Agreement** as amended, and that this **Agreement** shall serve as the amended and reconstituted joint powers agreement between the **Member Entities**.

Section 18.02 EFFECT. This **Agreement** is effective on the **Effective Date** and is a revision and comprehensive amendment to the **Original Joint Powers Agreement**. Nothing in this **Agreement** is to be construed to modify, abrogate, or abridge (a) the rights, duties, liabilities, privileges, or immunities of the **Red River Regional Dispatch Center Authority**, (b) pending or contemplated litigation, or (c) the current Bylaws and Resolutions of the **Red River Regional Dispatch Center Authority**. This amendment is not to be construed to affect, modify, or repeal any law of the State of North Dakota or the State of Minnesota applicable to the **Red River Regional Dispatch Center Authority**.

ARTICLE XIX. TERM AND TERMINATION OF THE AGREEMENT

Section 19.01 TERM. This **Agreement** shall be for an indefinite term and shall continue until terminated or rescinded in accordance with the terms and conditions of this **Agreement**.

Section 19.02 TERMINATION. This **Agreement** may only be terminated by the mutual consent of all the **Member Entities**, but not including any **Former Member Entities**, evidenced by identical resolutions adopted by the **Governing Bodies** of each **Member Entity**. Provided that this **Agreement** may not be terminated prior to the retirement of any **Debt Obligation** issued to finance the **Dispatch Center** and/or until all obligations and liabilities under the **Dispatch Center**

Agreement have been irrevocably discharged in full. Any termination will be without prejudice to any obligations or liabilities of any parties already accrued prior to termination.

Section 19.03 DISTRIBUTION OF FUNDS AND PROPERTY. Upon the termination of this **Agreement**, the **Red River Regional Dispatch Center Authority** shall provide for the distribution of all **Red River Regional Dispatch Center Authority** assets in the following manner: (a) **Dispatch Center Property** contributed by a **Member Entity** shall be transferred to and titled in the name of **Cass County**, unless Cass County has become a **Former Member Entity** in which case the transferee shall be determined by agreement of the Member Entities; (b) any remaining **Dispatch Center Property**, which is determined to be unnecessary for the **Dispatch Center**, may be sold or liquidated prior to distribution; and (c) any remaining assets shall be divided in proportion to the contributions of the **Member Entities** and in conformance with the cost allocation formula for other-than-annual-operations set forth in Article XII, Section 12.04 of this **Agreement**. If the **Member Entities** do not agree on the fair market value of a non-liquid asset, the **Red River Regional Dispatch Center Authority** may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive.

ARTICLE XX. DISPUTE RESOLUTION

Section 20.01 INTENT AND PROCEDURE. The **Member Entities** shall cooperate and use their **Best Efforts** to ensure that the various provisions of this **Agreement** are fulfilled. The **Member Entities** agree to act in **Good Faith** to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this **Agreement**. If disputes cannot be resolved informally by the **Member Entities**, the following procedure shall be used.

Section 20.02 MEDIATION. If there is a failure between the **Member Entities** to resolve a dispute on their own, the **Member Entities** shall first attempt to mediate the dispute. The **Member Entities** shall agree upon a single mediator, or if they cannot agree, shall obtain a list of court appointed mediators from the **Cass County** District Court Administrator and select a mediator by alternatively striking names until one (1) remains. The **City of Fargo** shall strike the first name, followed by the **City of Moorhead**, followed by **Cass County**, followed by **Clay County**, followed by the **City of West Fargo**, this process shall continue in that recurring order until one (1) name remains.

Section 20.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the end of mediation proceedings, the **Member Entities** may litigate the matter.

Section 20.04 WAIVER OF JURY TRIAL. THE MEMBER ENTITIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY

PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL MEMBER ENTITIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE MEMBER ENTITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE MEMBER ENTITIES FOR DISPATCH CENTER PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.

ARTICLE XXI. RIGHTS UPON REFUSAL AND WITHDRAWAL

Section 21.01 INTENT. The **Member Entities** recognize and agree that in order to work collaboratively and in an integrated manner and within the legal constraints of the N.D.C.C. § 54-40.3-01 and Minn. Stat. § 471.59, the **Red River Regional Dispatch Center Authority** will request that individual **Member Entity** will take appropriate and necessary actions to acquire property, lobby and obtain grants, impose and collect sales and use taxes, levy and collect special assessments as may be applicable, and other incidental actions that the **Red River Regional Dispatch Center Authority** cannot undertake pursuant to the authorities granted to it by N.D.C.C. § 54-40.3-01 and Minn. Stat. § 471.59 and in this **Agreement**. The **Member Entities** also recognize and agree that, in order to successfully complete the **Dispatch Center**, individual **Member Entities** may have to issue **Debt Obligations** and are relying upon the other **Member Entities** to be long-term partners who will act in **Good Faith** and in a reasonable manner and will undertake whatever actions, within the scope of their respective legal authorities, are necessary to expedite completion of the **Dispatch Center**. The **Member Entities** recognize and agree that they may be requested to make politically unpopular decisions and that it would not be fair or reasonable to withhold taking necessary action absent a **Rational Basis** for said inaction. As a result, the **Member Entities** desire to create a procedure by which a **Member Entity** may be removed from this **Agreement** for failing to take necessary and reasonable action without a **Rational Basis** for making such non-action.

Section 21.02 SUSPENSION. Upon the occurrence of any non-performance of a **Member Entity's** obligations under this **Agreement** which has not been cured within thirty (30) calendar days after notice to the breaching **Member Entity**, a majority of the non-breaching **Member Entities**, in accordance with Section 21.05 of this **Agreement**, if applicable, may suspend the breaching **Member Entity's** rights under this **Agreement** until they receive assurances from the breaching **Member Entity** satisfactory to the non-breaching **Member Entities** that the breaching **Member Entity** will cure such **Event of Default** and perform its obligations under this **Agreement**. During any period of non-performance and/or suspension of a **Member Entity**, its obligations and liabilities under this **Agreement** shall remain in full force and effect.

Section 21.03 RRRDC AUTHORITY BOARD REQUEST.

- (a) The **RRRDC Authority Board** may from time to time and in its discretion request that a **Member Entity** perform the following actions, which include but are not limited to: (a) acquiring rights of entry, either voluntarily or through court action; (b) acquiring easements, rights-of-way, land, disposal areas and relocations of

property areas, either voluntarily or through court action; (c) actively participating in requesting, obtaining, and providing grant and state legislative appropriations for the **Dispatch Center**; (d) imposing, collecting, and remitting sales and use taxes or other sources of revenue for the **Dispatch Center** and/or in connection with the issuance of **Debt Obligations** by another **Member Entity**; (e) creating improvement districts and levying and collecting special assessments; (f) issuing **Debt Obligations** either individually and/or in cooperation with another **Member Entity**; and (g) levying and collecting 9-1-1 fees and charges (collectively referred to as the “**Requested Dispatch Center Actions**”).

- (b) **Requested Dispatch Center Actions** shall be in writing and approved by motion of the **RRRDC Authority Board**, signed by the **Chair**, and attested by the **Director**. **Requested Dispatch Center Actions** shall be delivered to the **Governing Body** of the **Member Entity**. The **Member Entity** will have thirty (30) calendar days to respond in writing to the **RRRDC Authority Board** whether it intends to undertake and complete the **Requested Dispatch Center Actions**.

Section 21.04 REFUSAL TO UNDERTAKE AND COMPLETE REQUESTED DISPATCH CENTER ACTIONS. If the **Member Entity** does not intend to undertake and complete the **Requested Dispatch Center Action**, it must evidence such refusal by a motion of the **Member Entity’s Governing Body**. Such motion must specifically state in writing and on the record the reason(s) that the **Member Entity** is refusing to undertake and complete the **Requested Dispatch Center Action**. The **Member Entity** must, within ten (10) **Business Days** of its **Governing Body’s** decision, submit its written reasons for not undertaking and completing the **Requested Dispatch Center Actions** to the **RRRDC Authority Board**. The **RRRDC Authority Board** shall then have thirty (30) calendar days to determine if the written reasons given by the **Member Entity** for not undertaking and completing the **Requested Dispatch Center Actions** have a **Rational Basis**. The decision regarding whether the failure to undertake a **Request Dispatch Center Action** had a **Rational Basis** shall be made by an affirmative vote of not less than five (5) members of the **RRRDC Authority Board**. The **RRRDC Authority Board’s** determination that a **Member Entity** did not have a **Rational Basis** for refusing to undertake and complete the **Requested Dispatch Center Action** shall be deemed a **Default** by that **Member Entity**. If the **RRRDC Authority Board** determines that a **Member Entity** is in **Default** pursuant to this Section, the **RRRDC Authority Board** may institute proceedings in accordance with Section 21.05 of this **Agreement** to remove the **Defaulting Member Entity** from the **Red River Regional Dispatch Center Authority**.

Section 21.05 REMOVAL OF MEMBER ENTITY. In the event that a **Member Entity** is deemed to be in **Default** pursuant to Section 21.04 of this **Agreement**, the **RRRDC Authority Board** may vote to remove the **Defaulting Member Entity** from **Red River Regional Dispatch Center Authority** and this **Agreement** by an affirmative vote of two-thirds (2/3) of the members of the **RRRDC Authority Board**. The decision to remove a **Defaulting Member Entity** shall be in writing and signed by the **Chair** and attested by the **Director**. The decision of the **RRRDC Authority Board** shall then be submitted to all of the **Member Entities’ Governing Bodies** within ten (10) **Business Days** of the decision by the **RRRDC Authority Board** determining that a **Member Entity** is in **Default**. The **Governing Bodies** of the **Member Entities** shall then have

thirty (30) calendar days to determine whether the **Defaulting Member Entity** shall be removed from the **RRRDC Authority Board** and this **Agreement**. A **Defaulting Member Entity** can only be removed from the **Red River Regional Dispatch Center Authority** and this **Agreement** pursuant to this Section by an affirmative vote of a simple majority of all the **Member Entities**. The **Defaulting Member Entity** will be counted for purposes of determining the number of **Member Entities**, and the **Defaulting Member Entity** will be included in the determination of whether a majority of all **Member Entities** voted. Upon the affirmative vote of a majority of all the **Member Entities** the **Defaulting Member Entity** shall be removed from the **Red River Regional Dispatch Center Authority** and this **Agreement**. The removal of a **Member Entity** pursuant to this provision shall not be deemed or construed to alter any of the obligations of the **Member Entity** established, created, or accrued prior to its removal.

Section 21.06 VOLUNTARY WITHDRAWAL. A **Member Entity** may petition the **RRRDC Authority Board** to voluntarily withdraw from the **Red River Regional Dispatch Center Authority**. The **RRRDC Authority Board** may grant the request of the **Member Entity** if the **RRRDC Authority Board** determines by an affirmative vote of a simple majority of all of the **RRRDC Authority Board Members** that the request *would not* prejudice the other **Member Entities** with respect to the financing, constructing, operating, and/or maintaining the **Dispatch Center**. The decision to grant the request of a **Member Entity** to voluntarily withdraw from the **Red River Regional Dispatch Center Authority** and this **Agreement** shall be in writing, signed by the **Chair**, and attested by the **Director**. The decision of the **RRRDC Authority Board** shall then be submitted to all of the **Member Entities' Governing Bodies** within ten (10) **Business Days** of the decision by the **RRRDC Authority Board** determining that a **Member Entity** may voluntarily withdraw from the **Red River Regional Dispatch Center Authority** and this **Agreement**. The **Governing Bodies** of the **Member Entities** shall then have thirty (30) calendar days to determine whether the **Member Entity** shall be removed from the **RRRDC Authority Board** and this **Agreement**. A **Member Entity** can only be removed from the **Red River Regional Dispatch Center Authority** and this **Agreement** pursuant to this Section by an affirmative vote of a simple majority of all the **Member Entities**. The **Member Entity's** petition to withdraw from the **Red River Regional Dispatch Center Authority** will be included in the determination of whether a majority of all **Member Entities** voted. Upon the affirmative vote of a majority of all the **Member Entities**, the **Member Entity** shall be removed from the **RRRDC Authority Board** and this **Agreement**. Unless otherwise specifically determined by motion or resolution of the **Red River Regional Dispatch Center Authority**, the withdrawal of a **Member Entity** shall be deemed to take effect January 1 of the year following the decision authorizing such withdrawal.

Section 21.07 MEMBERSHIP OF THE BOARD UPON REMOVAL OR WITHDRAWAL. In the event a **Member Entity** is removed from the **Red River Regional Dispatch Center Authority** and this **Agreement** pursuant to Section 21.05 of this **Agreement**, and/or a **Member Entity** voluntarily withdraws from the **Red River Regional Dispatch Center Authority** and this **Agreement** pursuant to Section 21.06 of this **Agreement**, that **Member Entity** shall be known as a **Former Member Entity**, and the **RRRDC Authority Board**, the make-up of which is described in Section 5.01, shall be reduced in number accordingly.

Section 21.08 NO IMPAIRMENT OF DEBT OBLIGATION AND/OR DISPATCH CENTER AGREEMENT. In the event that a **Member Entity's** rights are suspended under this **Agreement** pursuant to Section 21.02 of this **Agreement**, and/or a **Member Entity** withdraws from or is removed from the **Red River Regional Dispatch Center Authority**, such action shall not impair, revoke, repeal, or amend the **Defaulting Member Entity's** obligations, if any, under **Debt Obligations** issued for the **Dispatch Center** by the **Defaulting Member Entity** and/or obligations the **Defaulting Member Entity** may have under any other agreement. Further, in the event this **Agreement** is terminated, such termination will not be construed so as to terminate any **Debt Obligation** issued by a **Member Entity**.

Section 21.09 PAYMENT TO DEPARTING MEMBER OF EQUIVALENT OF EQUITY - VALUATION. The **Member Entities** recognize that their participation in this **Agreement** and consequently in the **Red River Regional Dispatch Center Authority** established by this **Agreement** does not create or establish any form of equity in the joint powers entity; provided, however, this **Agreement**, in Section 19.03 of this **Agreement**, provides for a distribution of assets in the event of termination of this **Agreement** and, in the same manner, in the event that a **Member Entity** is removed from the **Red River Regional Dispatch Center Authority**, the removed **Member Entity** shall be entitled to receive payment for the departing **Member Entity's** share of the fair market value of the assets of the **Red River Regional Dispatch Center Authority**, offset by liabilities, said payment to be determined by agreement between the departing **Member Entity** and remaining **Member Entities**. The agreement by the remaining **Member Entities** shall be determined by approval of a majority of the remaining said **Member Entities**. If the **Member Entities** do not agree on the fair market value of a non-liquid asset, the **Red River Regional Dispatch Center Authority** may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive. Said payment shall be made to the departing **Member Entity** within six (6) months of the date of removal but in no event shall such payment be payable until any **Dispatch Center Property** that had been contributed by a **Member Entity** has been transferred to, and titled in, the **Red River Regional Dispatch Center Authority** or one (1) of its remaining **Member Entities** as determined by the **Red River Regional Dispatch Center Authority**. A withdrawing **Member Entity** is deemed to have forfeited any right to receive payment for said withdrawing **Member Entity's** share of the assets of the **Red River Regional Dispatch Center Authority** and, therefore, in the event that a **Member Entity** withdraws from the **Red River Regional Dispatch Center Authority**, no payment is to be made to the withdrawing **Member Entity** for any share of the fair market value of said assets. As provided in Article XXIV, this Section is subject to the recoupment rights of the **City of Moorhead** and of **Clay County** as provided in Section 24.07.

ARTICLE XXII. MISCELLANEOUS COVENANTS

Section 22.01 SUB-JOINT POWERS AGREEMENTS. The **Member Entities** acknowledge and agree that because the **Dispatch Center** benefits property located in both the States of Minnesota and North Dakota, the **Member Entities** may enter into sub-agreements with non-member or **Member Entities** for the purpose of fulfilling their obligations, allocating total costs of the **Dispatch Center**, and/or exercising the authority defined therein. The **Member Entities** agree and acknowledge that they will submit drafts of sub-joint powers agreements adopted under

this Section to the **Red River Regional Dispatch Center Authority** for review and comment prior to approval.

ARTICLE XXIII. GENERAL PROVISIONS

Section 23.01 COMPLETE AGREEMENT. Except as more fully set forth in Section 12.02 of this **Agreement**, this **Agreement** contains all negotiations and agreements between the **Member Entities**. No other understanding regarding this **Agreement**, whether written or oral, may be used to bind any **Member Entity**.

Section 23.02 SUPPLEMENTAL AGREEMENTS. The **Member Entities** may enter into supplemental and/or additional agreement(s) that may be necessary for fulfilling the purpose and objectives of the **Red River Regional Dispatch Center Authority**. Copies of those supplemental agreements will be provided to the **Secretary**.

Section 23.03 WRITTEN AMENDMENT REQUIRED. No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the **Member Entity** or **Member Entities** to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any **Member Entity** of any default of another **Member Entity** will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the **Member Entities** thereto under and pursuant to this **Agreement**.

Section 23.04 INTERPRETATION. This **Agreement** will be construed as if it had been prepared by all **Member Entities**.

Section 23.05 GRAMMATICAL CONSTRUCTION. Whenever the singular noun is used herein, the same includes the plural where appropriate, and the words of any gender include any other gender where appropriate.

Section 23.06 ASSIGNMENT. No **Member Entity** may transfer or assign this **Agreement** or any of its rights or obligations under this **Agreement** without the express written consent of all the other **Member Entities**.

Section 23.07 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this **Agreement** is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this **Agreement**. Deadlines for certain meetings and other actions, such as the annual meeting, as set forth in this **Agreement** are intended to establish a schedule for routine governance of the **Red River Regional Dispatch Center Authority**; provided, however, the failure of the **Red River Regional Dispatch Center Authority**, its appointed officers, or the **RRRDC Authority Board Members** to strictly adhere to such deadlines shall not be construed so as to invalidate the subsequent legal authority of the **Red River Regional Dispatch Center Authority**, or its

appointed officers, the **RRRDC Authority Board**, or the **RRRDC Authority Board Members**, nor shall the same support any claim that actions taken by the same are *ultra vires* or invalid in any way, so long as such actions are otherwise authorized. Further, the **Red River Regional Dispatch Center Authority** is authorized, by motion or resolution, to vary from such deadlines or schedule as may be necessary or appropriate.

Section 23.08 FORCE MAJEURE. No **Member Entity** will be liable to another **Member Entity** during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order, or a rule or regulation of a governmental entity. If such a circumstance occurs, the **Member Entity** claiming the delay must undertake reasonable action to notify the other **Member Entity** of the same.

Section 23.09 NEW MEMBERS. Another **Governmental Authority** may be added to this **Agreement** upon the approval of all **Member Entities**. Once approved, the rights and obligations of the new member shall be set forth in a written amendment to this **Agreement** and the new member shall be fully obligated and bound by the terms of this **Agreement**, as amended.

Section 23.10 NOTICE. All notices, certificates, or other communications required under this **Agreement** will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to City of Fargo :	City Auditor City of Fargo 225 4 th St. N. Fargo, ND 58102
If to Cass County :	Finance Director Cass County P.O. Box 2806 Fargo, ND 58108
If to City of Moorhead :	City Manager City of Moorhead P.O. Box 779 Moorhead, MN 56561-0779
If to Clay County :	County Administrator Clay County 3510 12 th Avenue South Moorhead, MN 56560
If to City of West Fargo :	City Administrator City of West Fargo

800 4th Avenue E, Suite 1
West Fargo, ND 58078

Section 23.11 AGREEMENT BINDING ON SUCCESSORS. This **Agreement** will be binding upon and inure to the benefit of the **Member Entities** hereto and their respective personal representatives, successors, and assigns.

Section 23.12 NORTH DAKOTA LAW APPLIES. This **Agreement** will be controlled by the laws of the State of North Dakota.

Section 23.13 MEMBER ENTITY PERMITTING AUTHORITY. Nothing in this **Agreement** shall be construed as limiting the right or ability of a **Member Entity** to approve or disapprove of a permit of which it has jurisdiction to grant or deny, including but not limited to a building permit, zoning permit, flood plain development permit, or other similar permit required for construction or maintenance of the **Dispatch Center** within that **Member Entity's** jurisdiction.

Section 23.14 MEMBER ENTITIES' COMPLIANCE WITH APPLICABLE STATE LAW. This **Agreement** shall not be construed or interpreted so as to relieve a **Member Entity** from complying with any state law applicable to the **Member Entity**. The **Member Entities** specifically agree and acknowledge that this **Agreement** does not except a **Member Entity** from the applicable state law governing that **Member Entity** (for example, the **City of Fargo** must still comply with North Dakota law and the **City of Moorhead** must still comply with Minnesota law).

Section 23.15 WAIVER OF VENUE/SELECTION. The **Member Entities** stipulate and agree that the District Court of **Cass County**, North Dakota, will be the sole and exclusive venue for any lawsuit pertaining to this **Agreement**, and the **Member Entities** consent to the personal jurisdiction in said court in the event of any such lawsuit. This provision shall not be construed to apply to litigation commenced by a **Member Entity** for acquisition of **Dispatch Center Property** or defense of a contract claim. This choice of law section applies exclusively to lawsuits pertinent to the terms and conditions of this **Agreement**.

Section 23.16 EXECUTION IN COUNTERPARTS. This **Agreement** will be executed in five (5) counterparts, each of which shall be an original, all which shall constitute but one (1) and the same instrument. All **Member Entities** shall receive a fully-executed counterpart.

ARTICLE XXIV. NEW DISPATCH CENTER – INITIAL AUTHORIZATION AND COST-SHARE TERMS

Section 24.01 NEW DISPATCH CENTER. The terms of this Article XXIV relate to the acquisition of land, whether by fee title acquisition or long-term lease of land, and the design, construction, and financing of a **New Dispatch Center** that is intended to replace the existing dispatch center located at 300 NP Avenue in Fargo, North Dakota.

Section 24.02 AUTHORIZE ACQUISITION OF LAND FOR NEW DISPATCH CENTER. The **RRRDC Board of Authority** is hereby authorized and directed to go forward with the selection and acquisition or long-term lease of land and the design, construction, and financing of the **New**

Dispatch Center, including fixtures, furniture, and equipment (FF & E) subject to the terms and limitations of this Article.

Section 24.03 CONSTRUCTION DELEGATED TO CASS COUNTY. It is anticipated that the **New Dispatch Center** will be constructed within the State of North Dakota. **Cass County**, therefore, is requested and authorized to undertake the task of acquiring the land where the **New Dispatch Center** is to be located, to undertake the process of preparing the project so that bids for construction may be solicited, and to undertake all matters necessary for construction of the **New Dispatch Center** and for acquisition and installation of FF & E. This Section shall be deemed to constitute the authorization, as contemplated in Section 16.07, for said **New Dispatch Center**.

Section 24.04 COST SHARE. The maximum share of cost for land acquisition and **Total Cost of Construction** to be borne by the **Minnesota Member Entities** may not exceed the lesser of the following: (a) Twenty-Five Percent (25%) of the sum of the cost of land acquisition and the **Total Cost of Construction**, as defined below, or (b) \$2,500,000. The remainder of said costs shall be borne by **Cass County**. As to the said **Minnesota Member Entities'** cost share, **Clay County** will contribute Sixty Percent (60%) of the said maximum cost share—up to a maximum of \$1,500,000—and the **City of Moorhead** will contribute Forty Percent (40%) of said maximum cost share—up to a maximum of \$1,000,000.

- (a) The term “**Total Cost of Construction**” shall be the sum of the following project elements:
 - (i) All design professional fees, including architectural and engineering fees, including related costs.
 - (ii) All publicly-bid components of construction, including the lowest apparent bid for the general contractor, the electrical contractor, and the mechanical contractor or, in the alternative, the lowest apparent combined bid if applicable.
 - (iii) All estimates or bids for FF & E as well as for digital hardware for dispatch consoles and supporting equipment but not including costs of operating software, such as under the **Software Maintenance Agreement**, which costs shall be part of the annual operating costs for the **New Dispatch Center**.
 - (iv) Where actual fees or bid prices or costs are not yet known, a reasonable estimate shall be used for purposes of this calculation.
 - (v) Any other costs or categories of cost that are identified by the **RRRDC Authority Board**.
- (b) To the extent that land for the **New Dispatch Center** is acquired by long-term lease, payments made to the landlord under such lease and payments to third parties under such lease, such as taxes, insurance premiums, utility charges, and the like, shall be treated as annual operations costs and, therefore, shall not be treated as a cost of construction and, therefore, shall not be included in the **Total Cost of Construction**.

- (c) Proceeds from the sale of the existing **Dispatch Center**, located at 300 NP Avenue in Fargo, North Dakota, shall be deposited with the **Fiscal Agent** with said proceeds to be applied toward the reduction of the cost of construction and shall not be included in the **Total Cost of Construction**.

Section 24.05 DECISION-MAKING PROCESS. It is anticipated that **Cass County** will seek public bids in accordance with North Dakota statutory requirements such as N.D.C.C. Chapter 48-01.2. At such time as publicly-solicited bids are opened, the apparent **Total Cost of Construction**, subject to the selection of bid alternates, approved change orders, or other contract amendments, can be calculated for purposes of decision-making. Notwithstanding the terms of Section 5.09, which provides that certain decisions require at least one (1) affirmative vote must be cast by a **Minnesota Board Member**, at least one (1) affirmative vote must be cast by a **North Dakota Board Member** and, that, with respect to decisions described in Section 5.09, paragraphs (a), (b), (f), or (g), at least one (1) affirmative vote must be cast by a **Cass County Member**, with respect to any decision as to whether or not the actual construction of the **New Dispatch Center** is to be approved and authorized by the **RRRDC Authority Board**, the approval of construction bids and the award of construction contracts must be obtained by the **RRRDC Authority Board**, subject to the following limitations:

- (a) Any approval of the general contractor bid combined with the electrical contractor bid and the mechanical contractor bid must also receive the approval by motion or resolution by the **Cass County Commission**.
- (b) To the extent that the **Total Cost of Construction**, subject to the selection of bid alternates, approved change orders, or other contract amendments, will exceed \$12,500,000, no bids may be awarded unless suitable arrangements are made between **Cass County**, the **City of West Fargo** and the **City of Fargo** by which the **City of West Fargo** and the **City of Fargo** would contribute additional funds to cover such excess amount, whether such arrangements include a cash injection of funds by the **City of West Fargo** and the **City of Fargo** or a commitment to cover appropriate shares of debt-service payments on funds borrowed (whether by loan or sale of bonds).

Section 24.06 PAYMENT IN ADVANCE OF MINNESOTA ENTITIES' SHARE—FINANCING/DEBT SERVICE. Full payment of the **Minnesota Member Entities'** combined share, as described in Section 24.04, shall be paid in advance, before the earliest time that **Cass County** must enter into any binding commitments for the acquisition of land or for the construction of the **New Dispatch Center**. As such, with the **Minnesota Member Entities** having paid in full their maximum cost share for the project, to the extent that any portion of the cost of construction of the **New Dispatch Center** will be financed through one (1) or more loans or the sale of bonds, with respect to such debt and service payments, the **Minnesota Member Entities** would have no obligation to participate in such debt service.

Section 24.07 RRRDC DISSOLUTION, REMOVAL OF MINNESOTA MEMBER ENTITIES—MINIMUM RECOUPMENT. Notwithstanding any provision elsewhere in this **Agreement**, including Section 19.03 or Section 21.09, in the event (a) that the **Red River Regional Dispatch Center Authority** is dissolved; (b) that either or both of the **Minnesota Member Entities** cease to be a

Member Entity due to removal from the **Red River Regional Dispatch Center Authority**, as may occur under Article XXI; or (c) that some act or application of law prohibits one (1) or both of the **Minnesota Member Entities** from continuing to participate in this **Agreement**, then said **Minnesota Member Entities**, or either of them, shall be entitled to a minimum recoupment from the **Red River Regional Dispatch Center Authority** in accordance with the declining balance schedule set forth in Exhibit B hereto, which represents a reverse-amortization schedule, using a four percent (4%) discount factor, over a period of twenty (20) years in which **Clay County**'s proportionate share of the said declining balance shall be Forty Percent (40%) and the **City of Moorhead** share being Sixty Percent (60%) thereof. Said schedule is expressed in terms of a declining balance from the \$2,500,000 maximum cost share for the **Minnesota Member Entities** described in Section 24.02. If their actual cost share is less than \$2,500,000, then the recoupment amount shall be reduced proportionately. For purposes of the schedule, the percentage for the applicable year shall be applied to the combined share of **Clay County** and the **City of Moorhead** of the **Total Cost of Construction** and the cost of land acquisition, as the same are described in this Article. Also, for purposes of this Section, "Year 1" shall be deemed to be the period, of whatever length of time, that ends on the first anniversary date of the date of initial occupancy of the **New Dispatch Center**, with subsequent years ending on each such anniversary date thereafter.

Section 24.08 RECOUPMENT PAYMENT. In case of a dissolution of the **Red River Regional Dispatch Center Authority**, payment of one (1) or both of the **Minnesota Member Entities**' recoupment amounts shall either be made from proceeds recovered from the liquidation of **Red River Regional Dispatch Center Authority** assets or by an in-kind payment made by the **Red River Regional Dispatch Center Authority** or by one (1) of its **Member Entities** by transfer or deed of real or personal property of value equivalent to the recoupment sum owed to said **Minnesota Member Entity or Entities**, in the same manner as contemplated by Section 19.03.

Section 24.09 CONFLICT. To the extent that the terms of this Article conflict with the terms of the rest of this **Agreement**, the terms of this Article shall be applicable; provided, however, that in all other respects nothing in this Article shall be interpreted or construed to abrogate, reduce, or limit any powers, rights, or obligations of any of the **Member Entities**.

IN WITNESS WHEREOF, the **Member Entities**, by action of their **Governing Bodies**, caused this **Agreement** to be executed in accordance with the authority granted in N.D.C.C. § 54-40.3-01, and Minn. Stat. § 471.59.

Signature Page for the City of Fargo

The Governing Body of the City of Fargo approved this Agreement on the ____ of _____, 202__.

CITY OF FARGO a North Dakota
municipal corporation

By: _____
Timothy Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Signature Page for the City of Moorhead

The Governing Body of the City of Moorhead approved this Agreement on the ____ of _____, 202__.

CITY OF MOORHEAD, MINNESOTA, a
municipal corporation

By: _____
Michelle “Shelly” Carlson, Mayor

ATTEST:

Dan Mahli, City Manager

Signature Page for Cass County

The Governing Body of Cass County approved this Agreement on the 7 of November, 2022.

COUNTY OF CASS, NORTH DAKOTA, a
corporate body

By the CASS COUNTY BOARD OF
COMMISSIONERS

By: 
Rick Steen, Chair

ATTEST:


Brandy Madrigga, County Finance Director

Signature Page for Clay County

The Governing Body of Clay County approved this Agreement on the ____ of _____, 202__.

CLAY COUNTY, MINNESOTA, a
corporate body

By the CLAY COUNTY BOARD OF
COMMISSIONERS

By: _____
Jenny Mongeau, Chair

ATTEST:

Stephen Larson, Clay County Administrator

Signature Page for the City of West Fargo

The Governing Body of the City of West Fargo approved this Agreement on the ____ of _____, 202__.

CITY OF WEST FARGO a North Dakota
municipal corporation

By: _____
Bernie Dardis, President

ATTEST:

_____, City Auditor

EXHIBIT A

List of Amendments to Original Joint Powers Agreement

Nov 2001	Initial Joint Powers Agreement (JPA) for RRRDC
Mar 2002	First Amendment to JPA
Jan 2008	Second Amendment to JPA
Dec 2008	Third Amendment to JPA (3rd Amended and Reconstituted JPA)
Nov 2010	Fourth Amendment to JPA (1st Amendment to 3rd Amended and Reconstituted JPA)
Sept 2011	Fifth Amendment to JPA (2nd Amendment to 3rd Amended and Reconstituted JPA)
Sept 2012	Sixth Amendment to JPA (3rd Amendment to 3rd Amended and Reconstituted JPA)
Dec 2013	Seventh Amendment to JPA (4th Amendment to 3rd Amended and Reconstituted JPA)
Jan 2015	Eighth Amendment to JPA (5th Amendment to 3rd Amended and Reconstituted JPA)
Jan 2022	Ninth Amendment to JPA (6th Amendment to 3rd Amended and Reconstituted JPA)

**Amortization of Investment in RRRDC by
Moorhead/Clay County
Using a 4% Present Value Discount Factor**

<u>Year</u>	<u>Beginning</u> <u>Balance</u>	<u>Ending</u> <u>Balance</u>
1	\$ 2,500,000	\$ 2,416,045
2	\$ 2,416,045	\$ 2,328,732
3	\$ 2,328,732	\$ 2,237,926
4	\$ 2,237,926	\$ 2,143,488
5	\$ 2,143,488	\$ 2,045,273
6	\$ 2,045,273	\$ 1,943,129
7	\$ 1,943,129	\$ 1,836,899
8	\$ 1,836,899	\$ 1,726,420
9	\$ 1,726,420	\$ 1,611,521
10	\$ 1,611,521	\$ 1,492,027
11	\$ 1,492,027	\$ 1,367,753
12	\$ 1,367,753	\$ 1,238,509
13	\$ 1,238,509	\$ 1,104,094
14	\$ 1,104,094	\$ 964,303
15	\$ 964,303	\$ 818,920
16	\$ 818,920	\$ 667,721
17	\$ 667,721	\$ 510,475
18	\$ 510,475	\$ 346,939
19	\$ 346,939	\$ 176,862
20	\$ 176,862	\$ 0

ORDINANCE NO. 1216

AN ORDINANCE TO AMEND AND REENACT SECTIONS 11-0101 AND 11-0106 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO FEEDING WILDLIFE AND KEEPING OF FOWL AND OTHER NON-DOMESTIC ANIMALS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Section 11-0101 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding and/or amending the following definitions and renumbering the existing definitions accordingly:

5. "Feed" means making food, including corn or seeds, available for consumption outdoors, either by spreading on the ground or hanging at a height of less than five feet (5') as measured from the grade at the pole or structure supporting the bird feeder. For purposes of this chapter, a person does not feed wildlife by maintaining live vegetation such as fruit trees, gardens, or flower beds.
56. "Non-Domestic Animal" or "Wildlife" is an animal commonly considered to be naturally wild and not naturally trained or domesticated, ~~or which are commonly considered to be inherently dangerous to the health, safety and welfare of people.~~ Unless otherwise defined, such animals shall include, but are not limited to:
 - a. Any member of the large cat family (family ~~felidae~~ lanidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.
 - b. Any naturally wild member of the canine family (family ~~canidae~~ lanidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.

- c. Any crossbreeds such as the crossbreeds between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.
- d. Any member of or relative of the rodent family including any skunk (whether or not de-scented), raccoon, squirrel, or ferret, but excluding those members otherwise defined or commonly accepted as domesticated pets.
- e. Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families, including rattlesnakes, restricted non-venomous constricting snakes, pit vipers, crocodiles, and alligators.
- f. Any other animal which is not explicitly listed above, but which can be reasonably defined by the terms of this subpart, including but not limited to bears, deer, monkeys and game fish.
- g. Any type, species or breed of turkey, geese, ducks, pheasants, wood ducks, owls, eagles, and any other type of fowl not being kept for agricultural purposes within an agriculturally zoned district.

SECTION 2. Section 11-0106 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

11-0106. KEEPING AND/OR FEEDING OF FOWL AND OTHER NON-DOMESTIC ANIMALS. No person shall keep, Ffeed, or maintain Wildlife, fowl or other non-domestic animals of any kind within the City, except horses, swine or cattle temporarily held in shipping pens for shipment to market or elsewhere, or as otherwise permitted by the applicable Zoning Ordinances of the City of West Fargo, and/or if that person is doing so in the course of that person's employment as a veterinarian, City employee or State of North Dakota employee. No person shall keep, feed, or maintain restricted non-venomous constricting snakes as defined by Chapter 11-01 of the City of West Fargo Ordinances, except as otherwise permitted by the applicable Ordinances of the City of West Fargo.

1. No person that possesses a restricted non-venomous constricting snake shall fail to post and display any of the following:
 - a. On each container in which a restricted non-venomous constricting snake is confined, signs warning the public that a restricted non-venomous constricting snake is in the container;
 - b. At the main entrance to each structure where a restricted non-venomous constricting snake is confined, a sign warning the public that a restricted non-venomous constricting snake is in the structure.
2. No person shall allow a restricted non-venomous constricting snake to roam off the property where it is confined.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City
Commissioners of the City of
West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



“Consent” or “Regular” Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 21, 2022

Subject: Storm Lift Station SM-54 & Force Main Rehabilitation

Action: Create Project No. 4068, Approve Engineer's Report and Authorize Engineer to prepare a Task Order for Basic Services

New Information and Recommendation:

This storm lift station services the McMahon Estates 2nd and 3rd Additions and discharges to the Sheyenne River via a 24" force main. In 2019 storm water from the force main began surfacing along the north side of 52nd Avenue and it was found that the concrete pipe was in good condition, however the leaking was occurring through the joints of the concrete pipe.

In 2019, under Project No. 4066, approximately 600 feet of this 24" RCP force main was lined with a cured in place pipe (CIPP) liner leaving approximately 1,660 feet of the RCP pipe remaining to be lined. The City of Fargo has the remaining section of pipe along 52nd Ave to be replaced with their proposed project scheduled to take place in 2023. This proposed project intends to line the RCP force main along 63rd St. S. from 52nd Ave. S north to the lift station as well as upgrading the control panel and radio to current City of West Fargo standards.

The following documents are attached for review/consideration:

- Engineer's Report
- Project Area Exhibit
- Resolution Creating Project
- Resolution Directing Engineer's Report
- Resolution Approving Engineer's Report

Staff Recommendation: Create Project No. 4068, Approve Engineer's Report and Authorize Engineer to prepare a Task Order for Basic Services

Background and Project Summary:

As stated above, between the relining that took place in 2019, the proposed Fargo project and this project, all of the 24" force main will be rehabilitated.

Policy Analysis:

This project will rehabilitate critical infrastructure that evacuates storm water from the McMahon Estates 2nd and 3rd Additions that has been known to leak. Leaks in this force main pose a threat to the integrity of the system and adjacent roadways and boulevards.

Financial Analysis:

This project was listed in the 2022 CIP with a planned construction year of 2023 and a \$900,000 budget. The Preliminary Engineering Report provided by the Consultant estimates this project to cost \$680,000 and funding is anticipated to be provided utilizing Capital Improvement Sales Tax funds. No special assessments are anticipated with this project.

Previously Presented Information and Commission Actions:

None to date

A portion of the work was performed under Project No. 4066:



Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Project No. 4068

Storm Sewer Lift Station (SM-54) and Forcemain Rehabilitation

General Nature (Scope)

This storm lift station services the McMahon Estates 2nd and 3rd Additions and discharges to the Sheyenne River via a 24" force main. In 2019 storm water from the force main began surfacing along the north side of 52nd Avenue and it was found that the concrete pipe was in good condition, however the leaking was occurring through the joints of the concrete pipe.

In 2019, under Project No. 4066, approximately 600 feet of this 24" RCP force main was lined with a cured in place pipe (CIPP) liner leaving approximately 1,660 feet of the RCP pipe remaining to be lined. The City of Fargo has the remaining section of pipe along 52nd Ave to be replaced with their proposed project scheduled to take place in 2023.

This proposed project intends to line the RCP force main along 63rd St. S. from 52nd Ave. S north to the lift station as well as upgrading the control panel and radio to current City of West Fargo standards.

Purpose

To rehabilitate critical storm sewer infrastructure that has shown signs of failure in the past and provide storm water evacuation from the McMahon Estates 2nd and 3rd Addition's storm sewer system.

Feasibility

This project was listed in the 2022 CIP with a planned construction year of 2023 and a \$900,000 budget. The Preliminary Engineering Report provided by the Consultant estimates this project to cost \$680,000 and funding is anticipated to be provided utilizing Capital Improvement Sales Tax funds. No special assessments are anticipated with this project. Staff feels this project is feasible and necessary to protect existing facilities.

Estimate of Probable Cost

Construction		\$575,000
Bid Proposal Items	\$475,000	
Contingency (~20%)	\$100,000	
Consultant (Des/Const/Geotechnical)		\$85,000
Legal & Administration		\$20,000
Total Estimated Cost		\$680,000

Source of Funds

Special Assessments		\$0
City Funds		\$680,000
Capital Impr. Sales Tax	\$680,000	
Water/Sewer Revenue	\$0	
Water/Sewer Bond	\$0	
Total		\$680,000

Supporting Documents (available upon request)

- A. Consultant's report
- B. Maps, Drawings, Etc.
- C. Photos

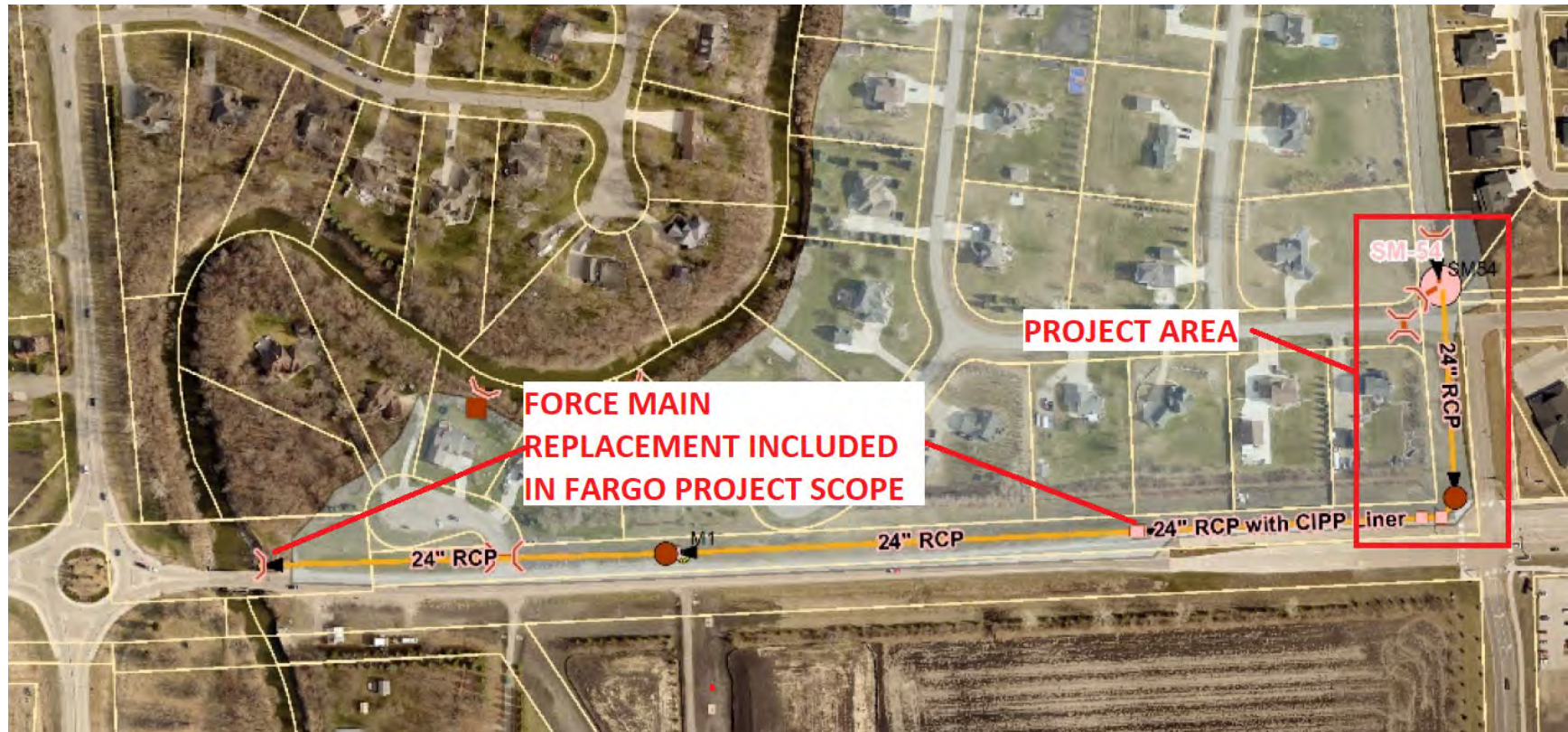
The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.

Dan Hanson

Daniel R. Hanson, P.E.
ND Registration No. 4962



Project 4068 – SM-54 Lift Station and Forcemain Improvements



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 4068 –
SEWERAGE; AND INCIDENTALS OF THE CITY OF WEST FARGO, NORTH
DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Project No. 4068 - Sewerage; and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such a Project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 4068 –Sewerage; and Incidentals of the City of West Fargo, North Dakota, the boundaries of which shall be as shown on the attached map.

Dated: November 21, 2022

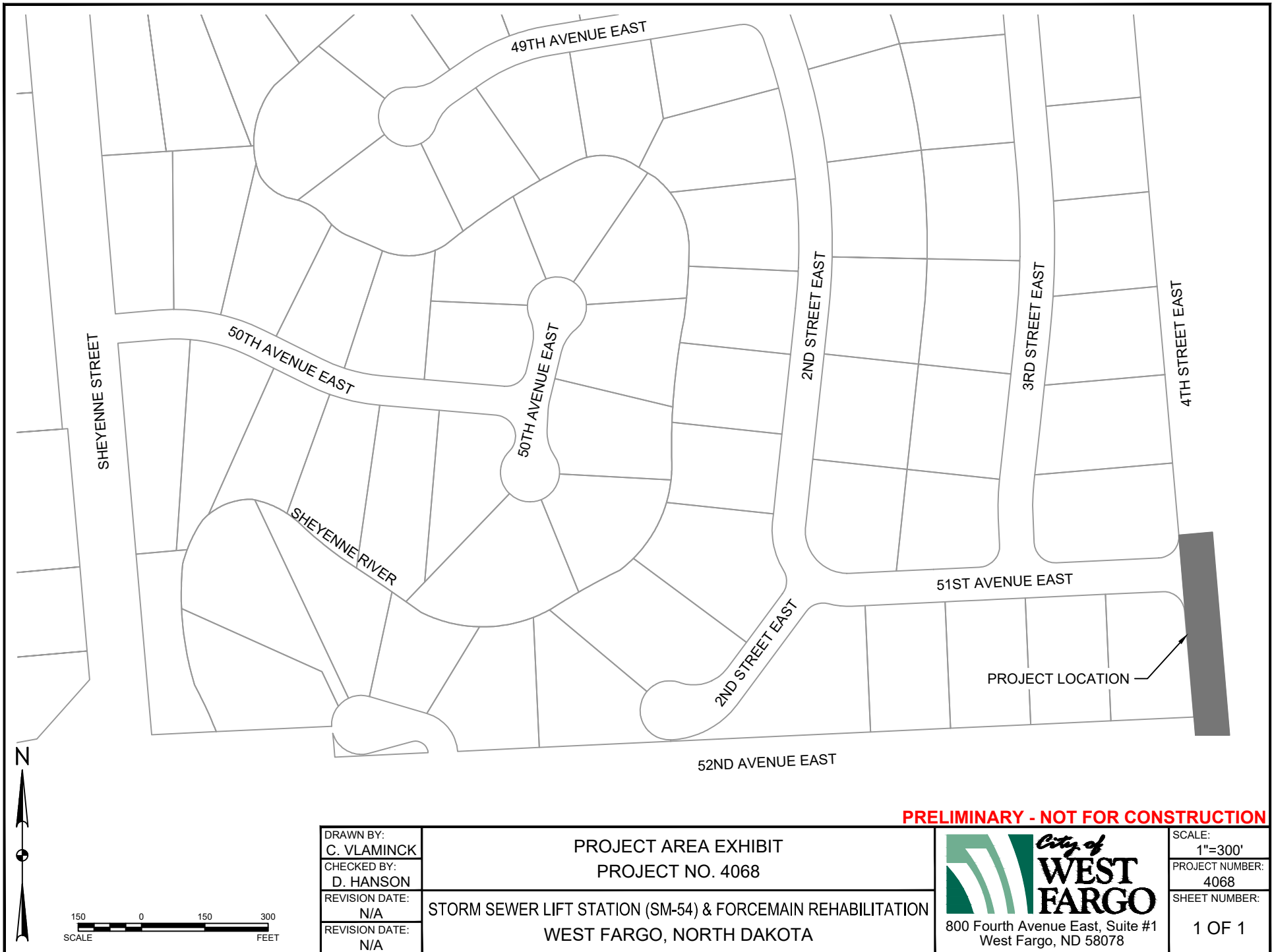
APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.



PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY: C. VLAMINCK CHECKED BY: D. HANSON REVISION DATE: N/A REVISION DATE: N/A	PROJECT AREA EXHIBIT PROJECT NO. 4068 STORM SEWER LIFT STATION (SM-54) & FORCEMAIN REHABILITATION WEST FARGO, NORTH DAKOTA	 800 Fourth Avenue East, Suite #1 West Fargo, ND 58078	SCALE: 1"=300' PROJECT NUMBER: 4068 SHEET NUMBER: 1 OF 1
--	---	---	---

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of rehabilitating a Storm Sewer lift station along with modifying and/or replacing associated forcemains and other system components, and related incidentals, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, be constructed and made in Project No. 4068 –Sewerage; and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: November 21, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Project No. 4068 – Sewerage; and Incidentals.

Dated: November 21, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda
Item?
[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 21, 2022

Subject: SheyWest Improvements (225 40th Ave W)

Action: Accept Petition for Improvements and Direct Engineer to Prepare an Improvement Agreement.

New Information and Recommendation:

GreenWorks Properties, LLC, has submitted a petition for improvements to reconstruct 4th St W from 40th Ave W going south approx. 250ft, and to install a business access roadway providing access to their property at 225 40th Ave W (SheyWest). They have also contacted and received approval from the Western Area Power Administration (WAPA) in the construction of a roadway in their easement.

The City of West Fargo owns the property where the access roadway is proposed to be located. Public Works utilizes this property for snow storage and there is potential that the stormwater pond located on the south side of this lot will need to be expanded. For these reasons, it is proposed that the access roadway be constructed along the north side of the property.

The existing 4th Street West roadway is currently asphalt from 40th Avenue south past the recycling center entrance and gravel south of that entrance. The asphalt portion of the roadway is relatively new and adequate for the recycle station traffic. With the construction of this access road for commercial purposes, we would require that 4th St. W. be reconstructed to a concrete roadway section from 40th Avenue south to the access point to meet current standards.

The following documents are attached for review/consideration:

- Petition for Improvements
- Exhibit showing location of business access roadway and 4th Street West that is to be reconstructed.
- Resolution relating to written Petition by Owners

Staff Recommendation: Accept Petition for Improvements AND Direct Engineer to prepare an Improvement Agreement.

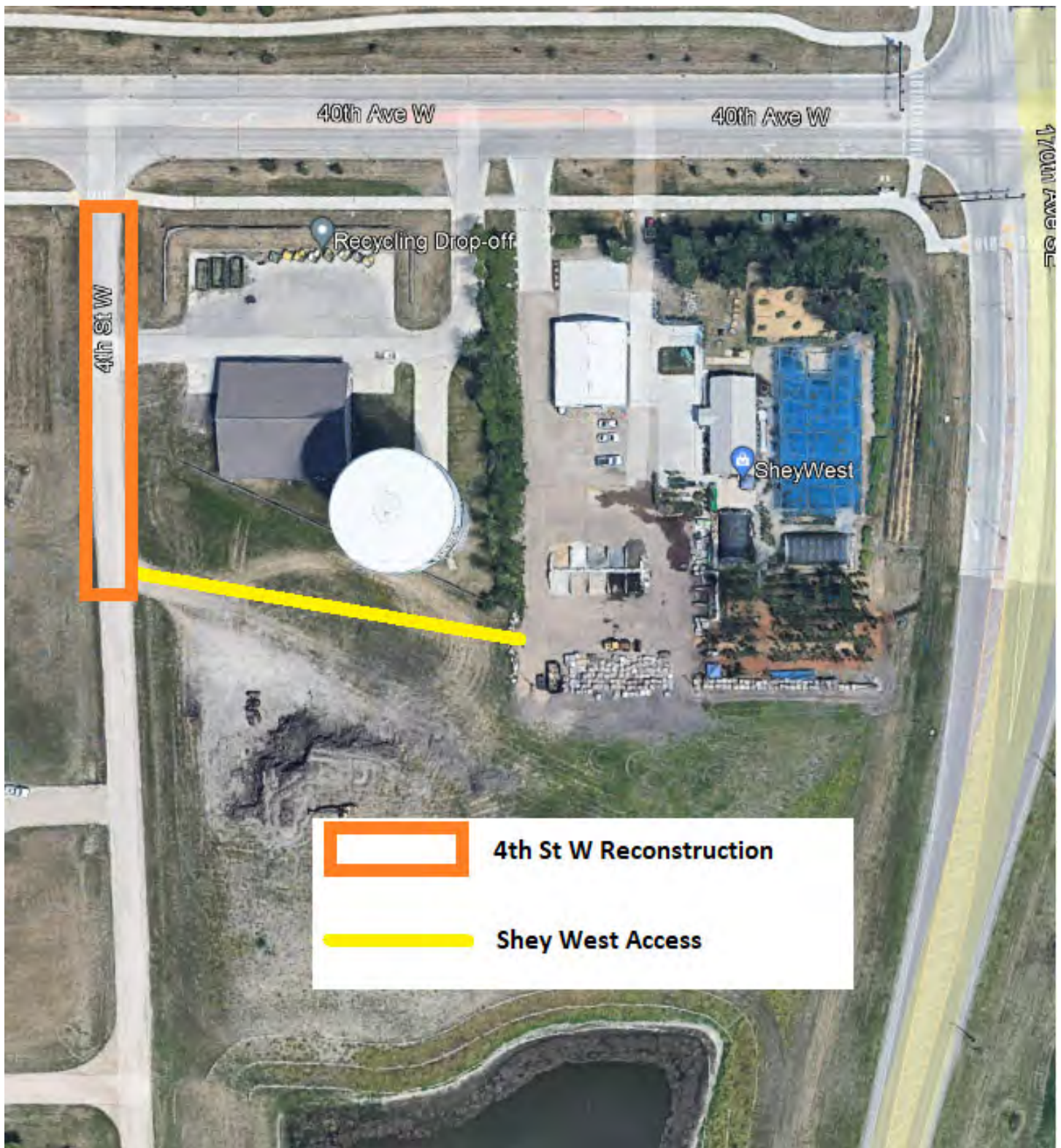
Policy Analysis:

With commercial traffic being directed to the proposed entrance, 4th Street West needs to be constructed to a concrete roadway from 40th Ave. W. to the proposed access roadway.

Financial Analysis: These improvements are being petitioned and all costs incurred on this project would be bonded for and assessed to the SheyWest parcel. The Improvement Agreement referenced in the Staff Recommendations would be between the City and Owner to ensure if this project stops and does not proceed that all costs incurred up until that moment would be paid for by the Owner.

Previously Presented Information and Commission Actions:

None



PETITION FOR IMPROVEMENTS
4th Street W and Access Driveway

I/We, Green Works Properties, LLC, are the legal and equitable owners of the property within [Insert Improvement District] (the "**District**").

I/We hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create the **District** for the purpose of installing an access driveway from 4th Street West to the south property line of our property as well as upgrading 4th Street West to a concrete street section from the driveway connection north to 40th Ave W (the "**Improvements**").

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of eighty percent (80%) of the area included in the **District**, has been received and that the resolution declaring work necessary is not required for said improvement district.

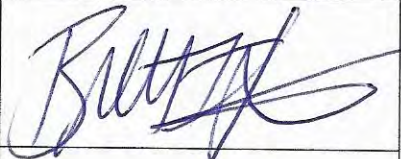
I/We hereby certify that I/we am/are the legal and equitable owner(s) of property within the **District** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests that may be required to complete the construction of the **Improvements**.

I/We agree that, pursuant to North Dakota Century Code Chapters 40-23 through 40-32, the City shall assess the entire cost of the Improvements against my/our property within the District and hereby agree to pay the entire cost as levied and apportioned by the City.

Dated this 3rd day of October, 2022.

(Owners listed on following page(s))

OWNERS:

Name (Print)	Address	Date	Signature
Brett I. Kallias GreenWorks Properties	225 40th Ave W West Fargo, ND 58078	10/03/22	
Jodi L. Kallias GreenWorks Properties	225 40th Ave W West Fargo, ND 58078	10/03/22	

Attach additional pages if necessary for owner information and signatures.

This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.

PAGE: 1 of 3 WD
The Title Company-Commercial
Recorded Electronically

1583068
2/10/2020 8:33 AM
\$20.00

RECORDER'S OFFICE, CASS COUNTY, ND 2/10/2020 8:33 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1583068**
Recorded Electronically



239672B

WARRANTY DEED

THIS INDENTURE, Made this 7 day of February, 2020,
between DuWayne Allen Engness, Grantor, and Marie L. Tuttle, as Trustee under the
Marie L. Tuttle Living Trust dated August 23, 2016, Grantor, and Greenworks Properties
LLC, Grantee, whose post office address is PO Box 603, West Fargo, ND 58078.

WITNESSETH, For and in consideration of the sum of One Dollar (\$1.00) and
other good and valuable consideration Grantors do hereby GRANT to the Grantee all of
the following real property lying and being in the County of Cass, and State of North
Dakota:

Lot One, in Block One, of Nelson Acres Fifth Addition to the City of West Fargo,
situate in the County of Cass and the State of North Dakota.

The legal description was obtained from a previously recorded instrument.

And the Grantors, for themselves, their successors and assigns, do covenant with the
Grantee that they are well seized in fee of the land and premises aforesaid and have
good right to sell and convey the same in manner and form aforesaid; that the same are
free from all encumbrances, except installments of special assessments and
assessments for special improvements which have not been certified to the County
Treasurer for collection, easements and restrictions of record; and the above granted
lands and premises in the quiet and peaceable possession of the Grantee, against all
persons lawfully claiming or to claim the whole or any part thereof, the Grantors will
warrant and defend.

I certify that the full consideration for this transaction is \$480,000.00.

Date: 02/07/2020

Godi L. Kels
Grantee or Grantee's Agent

02-1482-00010-000

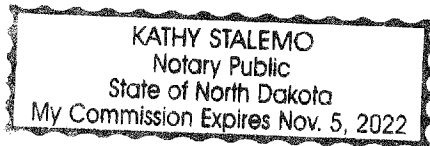
WITNESS, the hands of the Grantors.

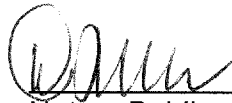

DuWayne Allen Engness

STATE OF ND

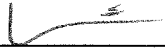
COUNTY OF CASS

On this 3 day of February, 2020, before me personally appeared DuWayne Allen Engness, known to me to be the person who is described in, and who executed the within and foregoing instrument and severally acknowledged that he executed the same.




Notary Public
My Commission expires:

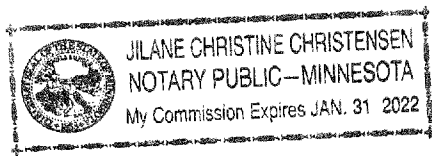
Marie L. Tuttle Living Trust


Marie L. Tuttle, Trustee

STATE OF MN

COUNTY OF Hennepin

On this 31 day of January, 2020, before me personally appeared Marie L. Tuttle, as Trustee under the Marie L. Tuttle Living Trust dated August 23, 2016, known to me to be the person who is described in, and who executed the within and foregoing instrument and severally acknowledged that she executed the same on behalf of said Trust.




Notary Public
My Commission expires:

This document was prepared by:
Wheeler McCartney, P.C.
35 4th St N, Suite 102
Fargo, ND 58102

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
2/10/2020
Taxes and Special Assessments paid
and transfer entered.
 AUDITOR
DLJ DEPUTY



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO WRITTEN PETITION BY OWNERS
OF A MAJORITY OF THE AREA OF PROPERTY
WITHIN THE DISTRICT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that it is hereby determined that a written petition for the improvement within 4th Street W and Lot 1, Block 1 of Nelson Acres 6th Addition – New Street Systems; and Incidentals signed by owners of a majority of the area of the property included within the district, has been received.

BE IT FURTHER RESOLVED that the improvement consists of New Street Systems; and Incidentals necessary to service Lot 1 Block 1 of Nelson Acres Fifth Addition.

BE IT FURTHER RESOLVED that the Resolution Declaring Improvements Necessary shall not be required.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



“Consent” or “Regular” Agenda
Item?
[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 21, 2022

Subject: Traffic Signal at 9th St W and 32nd Ave W

Action: Create Improvement District No. 2270, Approve Engineer's Report
and Authorize Resolution of Necessity

New Information and Recommendation:

9th Street W is a two way stop at 32nd Ave W. Traffic at peak hours backs up in both north and south directions, causing delay. Installing a traffic signal will improve traffic flow at the intersection, and will allow for additional growth of traffic.

The following documents are attached for review/consideration:

- Engineer's Report
- Associated Resolutions
- Special Assessment District Map

Staff Recommendation: *Create Improvement District No. 2270, Approve Engineer's Report and Authorize Resolution of Necessity*

Background and Project Summary:

Project will add a traffic signal and update the geometry of the intersection of 9th Street W and 32nd Ave W. This will be the first traffic signal added to 9th St W, and will require additional infrastructure installation to service the signal.

Policy Analysis:

Project will improve traffic flow on 9th Street W during peak hours.

Financial Analysis:

This project was listed in the 2022 CIP with a planned construction year of 2023 and a \$500,000 budget. Per the attached Engineer's Report, the cost of the project is \$860,000 because we have added costs to for intersection geometry to correct a negative left turn lane situation on 32nd Ave W. This project is scheduled to be funded using a combination of CIP sales tax and Special Assessments. A Resolution of Necessity is required for assessment procedures, as this is a city-initiated project.

Previously Presented Information and Commission Actions:

None

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Improvement District No. 2270

Traffic Signal at 9th Street W and 32nd Ave W

General Nature (Scope)

With the Eaglewood neighborhood fully developed and commercial development south of 32nd continuing, traffic at the intersection of 9th Street W and 32nd Ave W continues to grow. With this growth, the intersection has met minimum traffic signal warrants. This project will install a 4 way traffic signal at the intersection to improve traffic flow along both corridors. Project will also update the intersection geometry in the east and west directions allowing for flashing yellow arrows to be installed to help with turning traffic during off peak traffic.

Purpose

To improve traffic flow and intersection geometry at the 9th Street W and 32nd Ave W.

Feasibility

The project has a warrant to suggest a signal is the best infrastructure treatment for the intersection. The project has an estimated cost of \$860,000. The project was included in the 2022 CIP with a budget of \$500,000. This signal is higher cost than anticipated because geometric improvements to improve level of service and the additional fiber installation to service the signal. The project however is feasible and staff considers this to be a high priority due to the poor level of service at this intersection.

District Creation Considerations

All properties within the boundary will see a benefit using the proposed signal or will have traffic alleviated at other egress routes. The southern boundary was drawn to account for a future signal at 9th Street W and 40th Ave W, and houses included in this district will not be assessed for a future project at that intersection. Special assessments will be levied to each property in accordance with the City's assessment policy and will be subject to approval by the Special Assessment Commission and City Commission.

Estimate of Probable Cost

Construction		\$720,000
Traffic Signal Construction	\$375,000	
Intersection Geometry	\$225,000	
Fiber Installation	\$55,000	
Contingency (~10%)	\$65,000	
Consultant (Design/Construction)		\$80,000
Legal		\$0
Administration		\$30,000
Land Acquisition		\$0
Utility Relocation		\$0
Bonding/Interest		\$30,000
Total Estimated Cost		\$860,000

Source of Funds

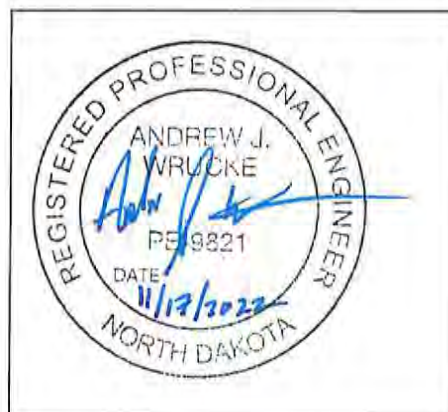
Special Assessments		\$688,000
City Funds		\$172,000
Capital Impr. Sales Tax	\$172,000	
Water/Sewer Revenue	\$0	
Water/Sewer Bond	\$0	
Total		\$860,000

Supporting Documents (available upon request)

- A. Itemized Estimate of Probable Cost
- B. Consultant's report
- C. Maps, Drawings, Etc.

The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.


Andrew Wrucke, P.E.
ND Registration No. 9821



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING IMPROVEMENT DISTRICT NO. 2270 – NEW TRAFFIC
CONTROL SYSTEM, STREET RECONSTRUCTION; AND INCIDENTALS
OF THE CITY OF WEST FARGO, NORTH DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Improvement District No. 2270 - New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a New Traffic Control System, Street Reconstruction; and Incidentals Improvement District within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Improvement District No. 2270– New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo, North Dakota, the boundaries of which shall be as shown on the attached map.

Dated: November 21, 2022

APPROVED:

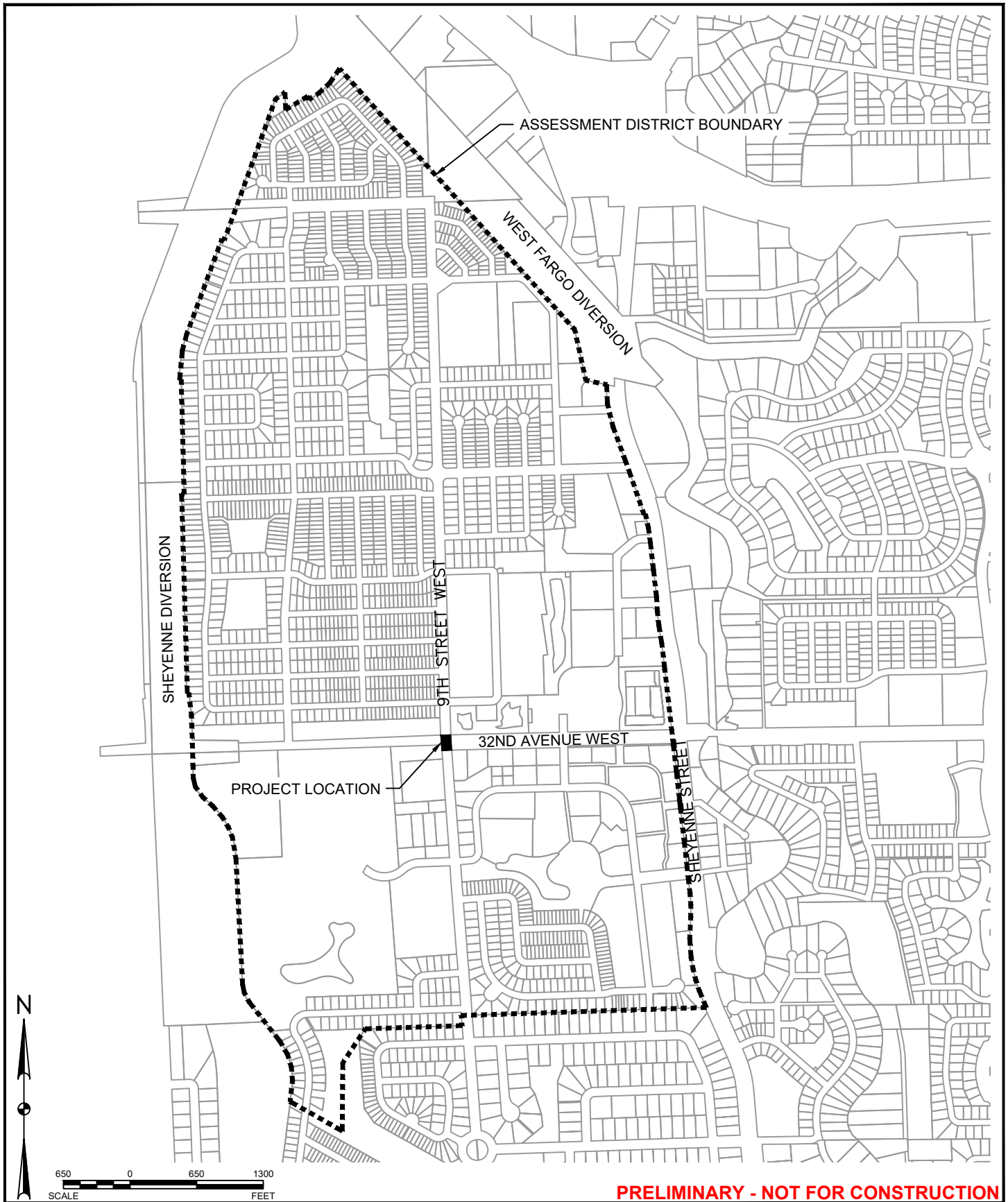
President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by

Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted
nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.



PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY:
C. VLAMINCK
CHECKED BY:
A. WRUCKE
REVISION DATE:
N/A
REVISION DATE:
N/A

ASSESSMENT DISTRICT MAP
STREET IMPROVEMENT DISTRICT NO. 2270

9TH STREET WEST AND 32ND AVENUE WEST
WEST FARGO, NORTH DAKOTA



SCALE:
1"=1300'
PROJECT NUMBER:
2270
SHEET NUMBER:
1 OF 1

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of a four way traffic signal system, connections into existing fiber, roadway networks and surface reconstruction to configure crosswalks and turn lane geometry necessary to service the intersection in connection with the above specified improvements, be constructed and made in Improvement District No. 2270 –New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: November 21, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District 2270 – New Traffic Control System, Street Reconstruction; and Incidentals.

Dated: November 21, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

"""" Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DECLARING WORK NECESSARY

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota that it is hereby found and declared that it is necessary to construct an improvement in and for Improvement District No. 2270 – New Traffic Control System, Street Reconstruction; and Incidentals. Improvements will consist of a four way traffic signal system, connections into existing fiber, roadway networks and surface reconstruction to configure crosswalks and turn lane geometry and any other miscellaneous installations necessary to service the intersection in connection with the above specified improvements, in accordance with and as described in the resolution creating said district, and the Engineer's Report which has been prepared by the Engineer for the City of West Fargo and approved by this commission which resolution and Engineer's Report together with an estimate of the probable cost of the work, are now on file in the office of the City Auditor and are open to public inspection.

BE IT FURTHER RESOLVED that a portion of the cost of said improvement be specially assessed against the benefited property in said improvement district in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

BE IT FURTHER RESOLVED that the owners of the property liable to be specially assessed for said improvements may file written protests against the said improvements within thirty (30) days after first publication of this resolution, and this Board shall at its next meeting after the expiration of said period, to-wit: On the 3rd day of January, 2022, at 5:30 p.m meet at the City Commission Chamber in City Hall , 800 fourth Avenue East, West Fargo, for the purpose of hearing and determining the sufficiency of any protests so filed and of taking any such further action with respect to said improvements as may then deemed necessary and expedient.

BE IT FURTHER RESOLVED that the City Auditor is hereby authorized and directed to cause this resolution, including a map of the improvements directed, to be published once each week for two consecutive weeks in The Founm, the official newspaper of the City of West Fargo, North Dakota.

Dated: November 21, 2022

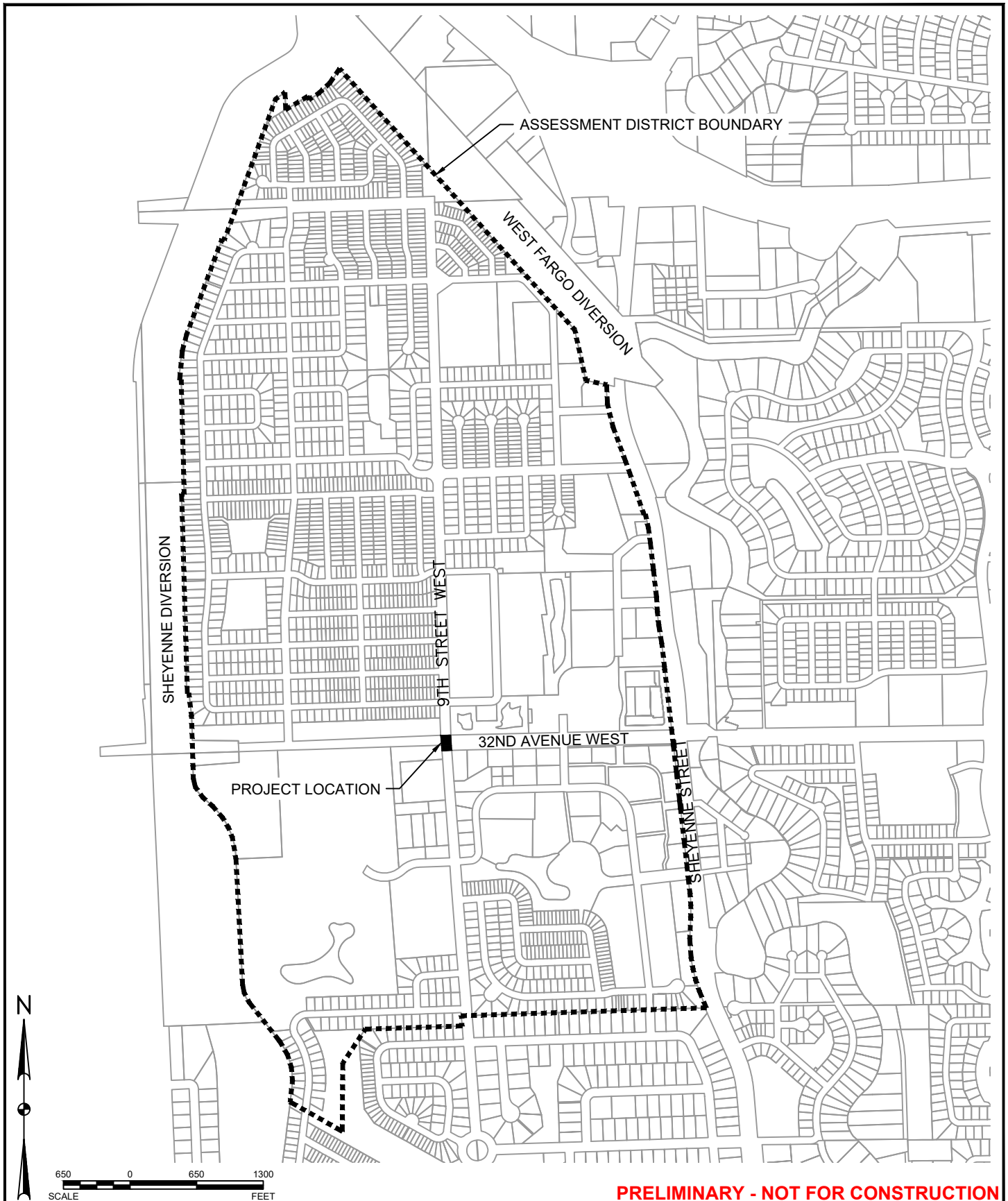
APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.



PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY:
C. VLAMINCK
CHECKED BY:
A. WRUCKE
REVISION DATE:
N/A
REVISION DATE:
N/A

ASSESSMENT DISTRICT MAP
STREET IMPROVEMENT DISTRICT NO. 2270

9TH STREET WEST AND 32ND AVENUE WEST
WEST FARGO, NORTH DAKOTA



SCALE:
1"=1300'
PROJECT NUMBER:
2270
SHEET NUMBER:
1 OF 1

ORDINANCE NO. 1210

AN ORDINANCE TO AMEND AND REENACT CHAPTER 1-09 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO SALES AND USE TAX IMPOSED.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Chapter 1-09 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

CHAPTER 1-09

SALES AND USE TAX.

SECTIONS:

- 1-0901. Definitions.
- 1-0902. Sales Tax Imposed.
- 1-0903. Use Tax Imposed.
- 1-0904. Gross Receipts of Alcoholic Beverages.
- 1-0905. Gross Receipts of New Farm Machinery and New Farm Irrigation Equipment.
- 1-0906. Exemptions.
- 1-0907. Collection and Administration.
- 1-0908. Contract with State Tax Commissioner.
- 1-0909. Corporate Officer Liability.
- 1-0910. Dedication of Tax Proceeds.
- 1-0911. Grandfather Clause.
- 1-0912. Saving Clause.

1-0901. DEFINITIONS. All terms defined in Chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6, and 57-40.2 of the North Dakota Century Code (N.D.C.C.), including any future amendments, are adopted by reference. All references to the N.D.C.C. include amendments adopted by the North Dakota Legislative Assembly.

1-0902. SALES TAX IMPOSED. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided by this Ordinance, or the sales and use tax laws of the State of North Dakota, a tax of two and one-half percent (2.5%) is imposed upon the gross receipts of retailers from all sales at retail, including the leasing or renting of tangible personal property, within the corporate limits of the City of West Fargo, North Dakota.

1-0903. USE TAX IMPOSED. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this

Ordinance, or the sales and use tax laws of the State of North Dakota, an excise tax is imposed upon the storage, use, or consumption within the corporate limits of the City of West Fargo, North Dakota, of tangible personal property purchased at retail for storage, use, or consumption in this City, at the rate of two and one-half percent (2.5%) of the purchase price of the property. An excise tax is imposed on the storage, use, or consumption within the corporate limits of the City of West Fargo.

1-0904. GROSS RECEIPTS OF ALCOHOLIC BEVERAGES. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this Ordinance, a gross receipts tax of two and one-half percent (2.5%) is imposed upon all gross receipts from the sale of alcoholic beverages within the City. A person who receives alcoholic beverages for storage, use, or consumption in this city is subject to tax on storage, use, or consumption of those alcoholic beverages at the rate of two and one-half percent (2.5%).

1-0905. GROSS RECEIPTS OF NEW FARM MACHINERY AND NEW FARM IRRIGATION EQUIPMENT. Subject to the provision of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this Ordinance, a gross receipts tax of two and one-half percent (2.5%) is imposed upon all gross receipts from the sale of new farm machinery and new farm irrigation equipment within the City. A person who receives new farm machinery or new farm irrigation equipment for storage, use, or consumption in this city is subject to tax on storage, use, or consumption of that machinery and/or equipment at the rate of two and one-half percent (2.5%).

1-0906. EXEMPTIONS. All sales, storage, use, or consumption of tangible personal property which are exempt from imposition and computation of the sales or use tax of the state of North Dakota are specifically exempt from the provisions of this article.

1-0907. COLLECTION AND ADMINISTRATION. Where not in conflict with the provisions of this Ordinance, the provisions of N.D.C.C. Chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6, and 57-40.2, and all administrative rules adopted by the Tax Commissioner, pertaining to the collection and administration of the retail sales, use, and gross receipts tax, including provisions for liability, refund, penalty, interest or credit, govern the administration by the North Dakota Office of State Tax Commissioner (hereinafter "Tax Commissioner") of the taxes imposed by this Ordinance.

1-0908. CONTRACT WITH STATE TAX COMMISSIONER. The City Administrator/Auditor for the City of West Fargo is hereby authorized to contract with the Tax Commissioner for the administration and collection of taxes imposed by this chapter. The City Auditor has all powers granted the Commissioner and, in the absence of a valid contract with the Commissioner or failure of

the Commissioner to perform the delegated duties, shall perform these duties in place of the Commissioner.

1-0909. CORPORATE OFFICER LIABILITY. Officers of any corporation required to remit taxes imposed by this article are personally liable for the failure of the corporation to file required returns or remit required payments. The dissolution of a corporation shall not discharge an officer's liability for a prior failure of the corporation to make a return or remit the tax due. The tax, penalty, and interest due may be assessed and collected pursuant to the provisions adopted by this article.

1-0910. DEDICATION OF TAX PROCEEDS. All fees, taxes, penalties and other charges imposed and collected under this chapter, less administrative costs shall be dedicated and utilized with City Commission consent only for (i) infrastructure; (ii) improvements, including publicly-owned utilities and buildings; (iii) police and fire operations, equipment, and buildings; and (iv) job creation, and business retention, expansion and recruitment. Use of sales tax proceeds for job creation, business retention, expansion and recruitment shall include, but not be limited to, payment of special assessments and payment or reimbursement of land acquisition costs. Proceeds collected pursuant to this chapter from such sales and use tax, may be used to make direct payments of costs for the above purposes, or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs. All revenues raised and collected under this chapter, less administrative expenses, shall be dedicated as follows:

1. One-half of one percent (.50%) of the two and one-half percent(2.5%) City sales and use tax shall be dedicated for economic and job development.
2. One and one half percent (1.5%) of the City's two and one-half percent (2.5%) City sales and use tax shall be dedicated to infrastructure and improvements.
3. One-half of one percent (.50%) of the two and one-half percent (2.5%) City sales and uses tax shall be dedicated for police and fire operations, equipment, and buildings.

1-0911. GRANDFATHER CLAUSE. With respect to the purchase price of tangible personal property used by a contractor or subcontractor to fulfill a contract as defined in N.D.C.C. § 57-40.2-03.3, the tax imposed by this section applies only to bids submitted on or after the effective date of this Ordinance.

1-0912. SAVING CLAUSE. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared

unconstitutional, or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City
Commissioners of the City of
West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



To: West Fargo City Commission

From: Denis Otterness, Chief of Police

Date: November 21, 2022

Subject: Police Department Community Transparency Dashboard

Action: Approve Launch of Dashboard

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant City Administrator

Summary:

The Police Department greatly values, and works diligently to maintain, the trust we have established with the community we serve. In an attempt to maintain and further enhance the partnerships, mutual respect and current level of trust we enjoy it is imperative that we continually look for ways to improve transparency. The overall effectiveness of the police department is heavily reliant on the level of trust our citizens have in our ability to police our community respectfully, impartially and with a high degree of transparency; and we are committed to doing just that.

As a result, staff has been working for several months to create and launch a police department community transparency dashboard. This has been a collaborative effort between police department staff, including our criminal intelligence analyst approved for hire as part of the 2022 budget, along with G.I.S. and Communications staff. This dashboard will allow citizens to receive real-time updates regarding neighborhood specific crime trends in the community, crash data, arrest data, traffic stop data, fleeing/vehicle pursuit data and use of force data, along with many additional features.

We have built in safeguards to ensure that specific residences, addresses and crime victims, to include juveniles, remain confidential. As you will see shortly this dashboard will provide our citizens and community a great deal of detail and transparency into the daily operations and activities of the West Fargo Police Department and we hope the community finds this information beneficial.

Lauren from G.I.S. is here with me tonight to give you an overview of our new police department community transparency dashboard.

Financial Analysis and Process/Timeline:

There is no financial request tied to this project and we plan to launch the dashboard following Commission review.