

Agenda item

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of 11.23.20
Council meeting
minutes

NEW BUSINESS:

ARDC-representative nomination – Council did not have a nomination

PD-Use of Force & Deadly Force Model Policy – Police Chief Mjolsness indicated policy was required by the POST Board. **Motion** by Councilperson Stish, supported by Troumbly, **to approve the Use of Force & Deadly Force Model Policy for the Coleraine Police Department.** Roll Call: Ayes: Councilpersons Stish, Troumbly, Pollard, Sutherland, and Mayor Mandich. Nays: none. Motion carried.

Trout Lake Fire Department-additional funds request – There was brief discussion regarding the ask that had been presented by Fire Chief Decoster. **Motion** by Councilperson Pollard with the support of Troumbly **to add an additional \$1,750 to the 2021 support to the Trout Lake Fire Department for their Building Operations Fund.** Roll Call: Ayes: Councilpersons Pollard, Troumbly, Sutherland, and Mayor Mandich. Abstain: Councilperson Stish. Nays: none. Motion carried.

Old Sweeper – Bovey had received no offers on the published minimum bid of \$4,000. It was stated that Public Works Supervisor Bertram had staff use this equipment in the fall for something other than a sweeper but that it worked just fine for what they were doing. The sweeper was originally a 60/40 split. **Motion** by Councilperson Pollard with the support of Troumbly **to offer Bovey \$500 for the old joint street sweeper.** Roll Call: Ayes: Councilpersons Pollard, Troumbly, Stish, Sutherland, and Mayor Mandich. Nays: none. Motion carried.

Tree and brush trimming in alleyways – It was stated that the City crew has been doing the tree and brush trimming in the alleyways to mitigate any damage to equipment. This trimming is actually the property owner's responsibility and most residents probably don't know that. How does the City notify the public? It was stated that this is not the right time to address this issue. Perhaps a notice can be posted at various businesses in town and put on the website and the issue can be addressed in the spring. No formal action taken.

Step up pay-AFSCME represented employees – The council was asked their intent regarding step-up pay for an employee in a Laborer/Janitor position when they operate light or heavy equipment. After brief discussion, council reiterated their intent of providing/allowing step up pay when work is performed using light or heavy equipment outside of the Laborer/Janitor job description. No formal action required.

UNFINISHED BUSINESS:

CARES Act/CRF monies – Clerk Anderson reported that all monies had been spent and the final report to the state had been completed. She stated that there will be some additional costs to facilitate both remote work and getting a VPN installed, along with an upgrade to internet capacities.

Itasca Ski & Outing Club—additional support of \$5,000 – Discussion surrounded who else was asked to contribute. Tabled.

JOINT POWERS AGREEMENT
BETWEEN THE CITIES OF BOVEY AND COLERAINE

*Proposed
revision to JPA
by Coleraine
never went to Bovey
Council since they
already
purchased
a Sweeper
on their
own.*

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN the City of Bovey, hereinafter referred to as Bovey, and the City of Coleraine, hereinafter referred to as Coleraine.

WITNESSETH:

WHEREAS, Bovey and Coleraine are both statutory cities within the meaning of State Law; and

WHEREAS, both Coleraine and Bovey have the power to purchase equipment for the maintenance of their streets and public ways within their respective cities; and

WHEREAS, Minnesota Statutes Annotated 471.59 provides for the joint exercise of those powers by cities which they would possess in common to begin with; and

WHEREAS, the cost of maintaining and cleaning its streets and highways have escalated and that mutual savings could be realized by the joint purchase and operation and maintenance of street sweeping equipment; and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. That Bovey and Coleraine purchased jointly a street sweeper at a cost of _____; said cost was divided as follows: Bovey _____ and Coleraine _____ with said amounts being ~~Forty (40) percent~~ **Fifty (50) percent** for Bovey and ~~Sixty (60) percent~~ **Fifty (50) percent** for Coleraine, of the total purchase price.
2. **The current sweeper fund of \$_____ shall be used as a down payment for the new sweeper with Coleraine being given credit for 60% of the fund and Bovey being given credit for 40% of the fund as it was originally set up.**

3. Bovey and Coleraine shall both be entitled to the use and operation of the street sweeper purchased herein. The respective cities shall maintain a log of the number of hours that the machine is operated while being used within their respective city limits. Future maintenance shall be the responsibility of each city based upon their future use.
4. The Cities agree that the normal and useful life of the street sweeper purchased herein is ten (10) years. Both Bovey and Coleraine further agree that both cities shall pay in December of each year the sum of **Two thousand dollars (\$2,000.00) plus** Twenty-Five Dollars (\$25.00) for each hour of their operation of the equipment in the preceding year. The monies shall be deposited to a fund administered by Bovey. In January of each year of this agreement, the cities shall review the amount of money deposited in the Sweeper Fund. The monies on deposit with this fund shall be used for the continued maintenance of the machinery and for the subsequent purchase of replacement machinery. It is understood that after each use of the equipment, the machinery shall be filled with fuel and returned to the Bovey City garage for storage.
5. Bovey shall provide insurance for any physical damage to said machinery and further shall carry liability insurance to the extent of the interest of the parties in said machinery, naming Coleraine as an additional insured. Bovey shall bill Coleraine annually for said insurance at their ~~60%~~ **50%** share.
6. This Agreement shall continue in effect until terminated by both parties. This Agreement may be unilaterally terminated upon six (6) months' notice by either party desirous of terminating the same.
7. **Any new machinery purchase must be formally approved by both Bovey and Coleraine City Councils prior to purchase.**

Upon the termination of this Agreement, the equipment purchased herein shall be sold by the parties and the proceeds divided pursuant to the original percentages for purchase. Should any funds be left in the maintenance and replacement fund, the parties will be entitled to such funds in proportion to their percentage.

Dated this ____ day of _____, 2020

CITY OF COLERAINE

BY: _____
City Clerk, Briana Anderson

BY: _____
Mayor, Dan Mandich

CITY OF BOVEY

BY: _____
City Clerk, Tara DeGuisseppi

BY: _____
Mayor, Robert Stein

old agreement

JOINT POWERS AGREEMENT
BETWEEN THE CITIES OF BOVEY AND COLERAINE

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN the City of Bovey, hereinafter referred to as Bovey, and the City of Coleraine, hereinafter referred to as Coleraine.

WITNESSETH:

WHEREAS, Bovey and Coleraine are both statutory cities within the meaning of State Law; and

WHEREAS, both Coleraine and Bovey have the power to purchase equipment for the maintenance of their streets and public ways within their respective cities; and

WHEREAS, Minnesota Statutes Annotated 471.59 provides for the joint exercise of those powers by cities which they would possess in common to begin with; and

WHEREAS, the cost of maintaining and cleaning its streets and highways have escalated and that a mutual saving could be realized by the joint purchase and operation and maintenance of street sweeping equipment; and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. That Bovey and Coleraine shall purchase jointly a street sweeper at a cost of \$35,000.00; said cost to be divided as follows: Bovey \$14,000.00 Coleraine \$21,000.00.
2. Bovey and Coleraine shall both be entitled to the use and operation of the street sweeper purchased herein. The respective cities' shall maintain a log of the number of

hours that the machine is operated while being used within their respective city limits. Future maintenance shall be the responsibility of each city based upon their future use.

3. The Cities agree that the normal and useful life of the street sweeper purchased herein is ten (10) years. Both Bovey and Coleraine further agree that both cities shall pay in November of each year the sum of Ten Dollars (\$10.00) for each hour of their operation of the equipment in the preceding year. The monies shall be deposited to a joint fund administered by both city governmental bodies. In January of each year of this agreement, the cities' shall review the amount of money deposited in the joint fund. The monies on deposit with this fund shall be used for the continued maintenance of the machinery and for the subsequent purchase of replacement machinery. It is understood that after each use of the equipment, the machinery shall be filled with fuel and returned to the Coleraine garage for storage.
4. Coleraine shall provide insurance for any physical damage to said machinery and further shall carry liability insurance to the extent of the interest of the parties in said machinery, naming Bovey as an additional insured. Forty (40) percent of the cost of obtaining this insurance shall be reimbursed by Bovey to Coleraine.
5. This Agreement shall continue in effect until terminated by both parties. This Agreement may be unilaterally terminated

upon six (6) months notice by either party desirous of terminating the same.

Upon the termination of this Agreement, the equipment purchased herein shall be sold by the parties and the proceeds divided pursuant to the original contribution for purchase. Should any funds be left in the maintenance and replacement fund, the parties will be entitled to such funds in proportion to their contribution.

Dated this 13th day of June, 1988.

CITY OF COLERAINE

BY:

Lawrence D. Smith
Mayor, Clerk

CITY OF BOVEY

BY:

Richard J. Frang, Mayor
Norma J. Make, Clerk