



City of Grand Forks

Staff Report

Committee of the Whole - June 9<sup>th</sup>, 2025

City Council - June 16<sup>th</sup>, 2025

**APPROVED & ACCEPTED**

*by City Council*

06/16/2025

*Maureen Storstad*  
Maureen Storstad  
City Auditor

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**Agenda Item:** MOU City of Grand Forks and Grand Forks County for Inspection Services

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**Submitted by:** Todd Feland City Administrator  
Brandon Boespflug Chief Building Official

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**Staff Recommended Action:** Approve MOU for Department of Building Safety staff to perform inspection services for the County of Grand Forks subject to final review and approval of the City Administration and City Attorney and any associated budget amendments.

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**Committee Recommended Action:**

Motion by [redacted] to move to City Council [redacted] recommendation to approve, [redacted] the following changes to have the County issue the certificate of occupancy and [redacted] to include language for the agreement is ongoing unless terminated by either party. Second by [redacted] so s i. Motion passed unanimously.

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**Council Action:**

Motion by Fridolfs, second by Weigel to approve agreement, as amended at Committee, on consent agenda. Motion passed unanimously.

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**BACKGROUND:**

On February 27<sup>th</sup>, 2025 an initial meeting was held with County Commissioner Bjerke and City Administrator Feland. At that meeting it was identified that the county was in need of building inspection services. Following the meeting, city and county staff collaborated to come up with a proposal that would work for both parties and not create a duplication of services.

The MOU that has been created by the city-county collaboration is the City Department of Building Safety (Inspections) will perform inspections in the County and will be reimbursed for mileage and will keep inspection fees. The County will perform septic system inspections in the City's Extra Territorial (ET) area and throughout the County per its current agreement with Public Health.

However, it should be noted that currently, septic oversight and permitting is informally split between Public Health (in township-zoned areas) and the County (elsewhere), without a formal agreement. Clarification is needed given Senate Bill 2267, based on North Dakota Department of Environmental Quality's (NDDEQ) authority, which allows for formal cooperative agreements between counties and public health units.

## **ANALYSIS AND FINDINGS OF FACT:**

- Collaboration with County Planning (Lane Magnuson) is complete. A MOU has been created, reviewed and approved by the City Attorney's Office and the Grand Forks County State's Attorney. The city will charge mileage and collect the city adopted fees for permits. Reports will be available as requested by the County Commission, and the City Department of Building Safety plans on sending out a status report monthly.
- The general process of the city performing inspections will be a Grand Forks county resident will approach the County first to ensure appropriate zoning review and any needed or required site plans. Once that is complete and approved, the county request will be sent to the city for remainder of process. Plan review through certificate of occupancy will take place under the City Department of Building Safety process, but County adopted building codes will be utilized rather than those adopted by the city.

## **SUPPORT MATERIALS:**

- MOU City of Grand Forks-County of Grand Forks for inspection services

**AGREEMENT BETWEEN**  
**THE COUNTY OF GRAND FORKS**  
**AND THE CITY OF GRAND FORKS**

THIS AGREEMENT is entered into by and between the **COUNTY OF GRAND FORKS**, hereinafter referred to as “County” and the **CITY OF GRAND FORKS**, by and through the City of Grand Forks Department of Building Safety, hereinafter referred to as “City.”

**RECITALS**

WHEREAS, the County is in need of a building inspector to assist the County Zoning Officer and Zoning Administrator in the enforcement of the County Building Code by conducting inspections during the construction of all structures which require building permits and inspections of existing structures on an as needed basis (“Requested Services”);

WHEREAS, the City Department of Building Safety is qualified and interested in providing the Requested Services for the County in a manner that is consistent with the goals, standards and requirements of the County Building Code:

WHEREAS, due to workload and staffing limitations, the City Department of Building Safety is unable to provide for the County the Requested Services without this Agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. **Term.** Following the initial term of this Agreement, which shall be in effect from January \_\_, 2025 to December 31, 2025. This Agreement shall automatically be renewed on an annual basis, unless terminated earlier pursuant to the terms hereof, in writing, by either party.

2. **Scope of Requested Services.** According to the terms of this Agreement, the City shall perform, on behalf of the County, building inspection services, including but not limited to review of construction documents, drawings, site plans, inspection of

footings, foundations, and building progress. A certificate of occupancy, if necessary, will be issued by the County.

3. **Compensation.** The City will be reimbursed by the County for milage for this service. However, permit fees will be collected by the City Building Inspections Department from the individual applicants in accordance with the City's permit fee schedule, as amended. The compensation portion of this MOU would be revisited annually.

4. **Reports.** Upon the reasonable request of the County, the City will provide a report to the County consisting of a list of inspections conducted under the terms of this Agreement, the location of the inspection, and the result of the inspection.

5. **Independent Contractor.** It is understood by and between the parties hereto that the City, while engaged in conducting the Requested Services, is an independent contractor and not an officer, agent, or employee of the County, and likewise, the County, in performing and complying with the terms of this Agreement, is an independent contractor, and not an officer, agent or employee of the City. The parties intend that the relationship between the County and the City created under this Agreement is that of an independent contractor only, and neither the City or any of its employees or agents shall be an agent or employee of the County for any purpose, nor the County or any of its employees or agents shall be considered an agent or employee of the City for any purpose.

6. **Amendment.** No amendment to this Agreement shall be effective unless stated in writing and executed by both parties.

7. **Assignment.** This Agreement shall not be assigned by either party without the written consent of the other.

8. **No Indemnity.** Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement or the services or activities undertaken hereunder.

9. **Termination.** This Agreement may be terminated by either party with 30 days written notice.

10. **Responsibility for Payment of Expenses.** The City shall be solely responsible for the payment of all costs, expenses, wages, salaries, benefits, and taxes which may arise out of the activities of the City.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. **Public Records.** The parties recognize that certain records relating to the performance of the scope of services outlined in this Agreement may constitute open records under the provisions of North Dakota Century Code Chapter 44-04, to the extent applicable.

**COUNTY OF GRAND FORKS,**  
a North Dakota Political Subdivision

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
DEBBIE NELSON, Its Auditor

**CITY OF GRAND FORKS,**  
a North Dakota Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BRANDON BOCHENSKI, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
MAUREEN STORSTAD, Its Auditor

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NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. **Term.** Following the initial term of this Agreement, which shall be in effect from January \_\_, 2025 to December 31, 2025, unless terminated earlier pursuant to the terms hereof, the parties may by mutually agreement, in writing, extend this Agreement for additional terms.

2. **Scope of Requested Services.** According to the terms of this Agreement, the City shall perform, on behalf of the County, building inspection services, including but not limited to review of construction documents, drawings, site plans, inspection of footings, foundations, building progress, and issuance of Certificate of Occupancy.

3. **Compensation.** The City will be reimbursed by the County for milage for this service. However, permit fees will be collected by the City Department of Building Safety from the individual applicants in accordance with the City's permit fee schedule, as amended. The compensation portion of this MOU would be revisited annually.

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**COUNTY OF GRAND FORKS,**  
a North Dakota Political Subdivision

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

COLLEEN MORSTAD, Its Auditor

**CITY OF GRAND FORKS,**  
a North Dakota Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

BRANDON BOCHENSKI, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

MAUREEN STORSTAD, Its Auditor