



Meeting Agenda

March 5, 2018 (7:00 P.M.)

Please call 507-479-3219 if you are unable to attend.

- I. **Call meeting to order (7:00 P.M.)**

- II. **Agendas & Minutes:**
 1. Consider 3/5/2018 agenda
 2. Consider 2/5/2018 minutes

- III. **Bills and Communications:**
 - A. **EDA Fund Balances**
 - B. **Periodic Financial Reports**

- IV. **Monthly Reports/Updates:**
 1. Mayor's report
 2. Council liaison report
 - i. Mark Wentzlaff
 - ii. Diane Brown

- V. **Unfinished Business:**
 1. Update on USDA RLF grant
 2. Child Care
 3. Consider listing 34.0037.000 with Coldwell Banker Commercial Fisher Group (James Halbur)

- VI. **New Business:**
 1. WAC and SAC fees
 2. Opportunity Zones

- VII. **Adjournment**



February 5, 2018

7:00 P.M.

I. CALL TO ORDER

Pursuant to due call and notice thereof, Green Isle EDA Vice President Mark Wentzlaff called the Green Isle Economic Development Authority meeting to order at Green Isle City Hall at 7:00 P.M.

Members present: Mark Wentzlaff, Scott Vos, Mark Miller, Jason Mackenthun, Diane Brown

Members absent: Randal Bruegger (President)

Staff present: Amy Newsom (EDA Director)

Staff absent: None

Guests present: Joe Kreger, ex-officio

II. MINUTES & AGENDA –

1. 1/10/2018 EDA minutes
2. 2/5/2018 EDA agenda – Motion by Miller, second by Brown to approve minutes and agenda. Motion carried.

III. BILLS & COMMUNICATIONS

A. EDA Fund Balances:

B. Periodic Financial Reports:

IV. MONTHLY REPORTS/UPDATES

1. **Mayor's report** – None.
2. **Council liaison reports (Mark Wentzlaff and Diane Brown):** None.

V. UNFINISHED BUSINESS

1. 2018 Goals and Objectives:

- Complete an economic profile
- a. Motion by Wentzlaff, second by Mackenthun to direct Newsom to begin working on an economic profile for Green Isle highlighting transportation, the school, housing, and the industrial park. Motion carried.

2. Water meters:

- a. Mayor Kreger reported that this may not be an EDA issue, but will remain on the EDA agenda until City decides if they would like to apply for a grant.

3. Christmas Lights

- a. Newsom reported that the City will apply for MVEC Operation Roundup in August. The City will plan a fundraising event for July 23rd to raise funds for a grant match.

VI. NEW BUSINESS

1. Approve/deny loan to Wade Scott, \$15,100 at 6% interest, 10 year term:

- a. Motion by Vos, second by Brown to approve Wade Scott's RLF application in the amount of \$15,100, 6% interest, 10 year term. Motion carried.

2. Update on First Children's Finance Child Care initiative:

- a. The EDA Board discussed a variety of ways to encourage more child care in the City of Green Isle. Member Brown will check with St. Paul's Lutheran Church on the possibility of using their building for child care. Other members will check on location availability, and Newsom will advertise that Green Isle needs child care providers. The EDA will revisit this issue at the March meeting.

3. Facebook policy:

- a. Motion by Vos, second by Brown to approve Green Isle's Facebook policy. Motion carried. Newsom will present policy to City Council and once approved create a Facebook page for the City of Green Isle.

4. Consider listing 34.0037.000 with Coldwell Banker Commercial Fisher Group:

- a. Consensus of the EDA to have Newsom contact Coldwell Banker and state that the EDA is interested in listing, but want to ensure that someone builds on the site within 6 months. Newsom will contact Coldwell Banker stating that the EDA would like to use the commercial lots policy and sell the lot for \$1.00. Newsom will invite Coldwell Banker to present at the March EDA meeting.

VII. ADJOURNMENT: At 7:52 P.M.

Amy Newsom, EDA Director

Randal Bruegger, EDA President



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**CITY OF ARLINGTON AND CITY OF GREEN ISLE
WASTEWATER USE AGREEMENT**

THIS SERVICE AGREEMENT is made and entered into this 11 day of March, 2014 between the City of Arlington, a Minnesota municipal corporation, and the City of Green Isle, a Minnesota municipal corporation.

RECITALS

The below Recitals are a material part of this Agreement, are incorporated into this Agreement, and the terms found in the Recitals are defined in Section One of this Agreement.

- A. Arlington and Green Isle are authorized to build and operate wastewater collection and treatment systems under Minnesota Statutes section 444.075.
- B. Arlington currently owns and operates the Plant and the ACS.
- C. It was determined prior to April 15, 1999, that the ACS and the Plant had excess capacity to serve the needs of Green Isle.
- D. Arlington and Green Isle are authorized to enter into a wastewater use service agreement for the purpose of memorializing Green Isle's use of the ACS and the Plant.
- E. On April 15, 1999, Green Isle and Arlington entered into the 1999 Sewer Use Agreement allowing Green Isle to use, under certain conditions, the ACS and the Plant.
- F. Pursuant to the 1999 Sewer Use Agreement, Green Isle undertook and completed the construction of the GICS.
- G. The construction undertaken by Green Isle pursuant to the 1999 Sewer Use Agreement included a main trunk feeder line to carry wastewater from the GICS to the ACS; the GICS is connected to the ACS via the main trunk feeder line.
- H. It is the intention of the parties to freely allow the expansion of the Plant capacity and the System by Arlington or Green Isle for its use.
- I. Arlington and Green Isle desire to create the Board to advise and make recommendations to the respective city councils regarding the operation, maintenance and expansion of the System.
- J. Arlington and Green Isle enter into this Service Agreement allowing the System to serve Green Isle.

NOW, THEREFORE, in consideration of the above Recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

SECTION ONE DEFINITIONS

- 1.1 The following words as found in this Agreement shall have the following meanings:
 - 1.1.1 “**Arlington**” shall mean and be used when referring to the City of Arlington.
 - 1.1.2 “**Green Isle**” shall mean and be used when referring to the City of Green Isle.
 - 1.1.3 “**Cities**” shall mean and be used when referring to Arlington and Green Isle collectively.
 - 1.1.4 “**Plant**” shall mean and be used when referring to the wastewater treatment plant and its appurtenances owned and operated by Arlington.
 - 1.1.5 “**ACS**” shall mean and used when referring to the Arlington Collection System, which is the infrastructure for collection of wastewater serving Arlington.
 - 1.1.6 “**GICS**” shall mean and used when referring to the Green Isle Collection System, which is the infrastructure for collection of wastewater serving Green Isle.
 - 1.1.7 “**System**” shall mean and used when referring to the Plant, the ACS Main Trunk Feeder Line and the GICS collectively.
 - 1.1.8 “**Advisory Board**” shall mean and used when referring to the advisory board to advise and make recommendations to the respective city councils regarding the operation, maintenance and expansion of the System, which is created pursuant to Section Nine of this Agreement.
 - 1.1.9 “**Initial Plant Capacity**” shall mean and used when referring to the initial capacity of the Plant as of the date of this Agreement.
 - 1.1.10 “**1999 Sewer Use Agreement**” shall mean and be used when referring to the agreement dated April 15, 1999 between Arlington and Green Isle where Arlington agreed to allow Green Isle to use the ACS and the Plant.

- 1.1.11 **“Infiltration/Inflow”** or **“I/I”** shall mean and be used when referring to water other than wastewater that enters the System from the ground or from surface runoff, as defined in Minnesota Rules.
- 1.1.12 **“MPCA”** shall mean and be used when referring to the Minnesota Pollution Control Agency.
- 1.1.13 **“Total Suspended Solids”** or **“TSS”** shall mean and be used when referring to the total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" (latest edition).
- 1.1.14 **“BOD5”** or **“Biochemical Oxygen Demand”** shall mean and be used when referring to the quantity of oxygen utilized in the biochemical oxidation of organic matter standard laboratory procedures in five (5) days at 20 degrees Centigrade and as expressed in terms of milligrams per liter (mg/l).
- 1.1.15 **“Equivalent Unit”** or any derivative thereof shall mean and be used when referring to a single residential connection. Industrial and commercial connections may be assigned a number of equivalent units based on the typical flow and loadings in relation to a typical residential unit.
- 1.1.16 **“Equal”**, **“Equally”** or any derivative thereof shall be a measurement based upon Equivalent Units and any actual flowage therefrom based upon water meter readings.

SECTION TWO 1999 AND 2005 SEWER USE AGREEMENT

- 2.1 This Agreement replaces and supersedes the 1999 and the 2005 Sewer Use Agreements.

**SECTION THREE
USE ALLOWED AND CAPACITY**

3.1 For the term of this Agreement, and any renewals thereof, Arlington grants to Green Isle the non-transferable right and license to dispose of wastewater from the GICS to the ACS and the Plant, and to have said wastewater treated at the Plant. Wastewater treatment done shall be in conformance with all applicable laws and regulations which apply to the System and its operation.

3.2 The Current Plant Capacity is as follows:

Peak Instantaneous Wet Weather Flow (PIWW)	1.263	MGD
Peak Hourly Wet Weather Flow (PHWW)	1.046	MGD
Maximum Wet Weather Flow (MWW)	0.87	MGD
Average Wet Weather Flow (AWW)	0.807	MGD
Average Dry Weather Flow (ADW)	0.034	MGD
Carbonaceous Biochemical Oxygen Demand (CBOD5)	670	lb/day
Total Suspended Solids (TSS)	761	lb/day
Phosphorus	19	lb/day
Total Kjeldahl Nitrogen (TKN)	122	lb/day

3.3 The Current Plant Capacity of the Plant for the Cities may be expanded pursuant to Section 8.3 of this Agreement.

3.4 Level of services to be provided by Arlington to the GICS pursuant to this Agreement shall be the same as provided by Arlington to the ACS.

**SECTION FOUR
OWNERSHIP**

4.1. Green Isle shall pay for and construct all wastewater lines and associated structures that are part of the GICS. Green Isle will maintain ownership of the GICS and any expansion thereof.

4.2. Green Isle owns the Main Trunk Feeder Line that carries wastewater from the GIGS to the ACS up to the point legally where said Line connects to a manhole at latitude 44.6143, longitude -94.0674. Green Isle will maintain ownership of the Main Trunk Feeder Line and any expansion thereof.

4.3. Arlington shall pay for and construct all wastewater lines and associated structures that are part of the ACS. Arlington will maintain ownership of the ACS and any expansion thereof.

4.4. If there is any odor issue completely attributable to an individual collection system of one of the parties to this Agreement, the city that owns that collection system

shall be completely responsible for addressing said issue. Any odor issues arising from the connection between the ACS and the GICS shall be equally the responsibility of the Cities. The connection is defined as the lift station in Green Isle, the trunk line between Green Isle and Arlington, the lift station at the end of the Arlington end of the trunk line, the continuation of the trunk line to the Plant, and the Plant.

- 4.5. Arlington shall own the Plant and any expansion of the Plant shall be completed as described in Section 8.3 of this Agreement.
- 4.6. Each party shall be responsible for any of its own debt associated with the distribution and collection lines, and appurtenances of its individual collection system.

SECTION FIVE OPERATION AND MAINTENANCE

- 5.1. Arlington shall be solely responsible for operating the System. In operating the System, Arlington shall provide the necessary equipment and personnel with the required licenses and expertise to conduct the daily operations of the System, the inspection, monitoring and testing of the System as required by Minnesota and Federal statutes, rules and regulations, and the routine maintenance of the System, including, but not limited to, maintenance and repairs of all pipes, pumps, motors, generators, and valves of the System, and all components of the Plant. Arlington shall also provide all necessary administration and record keeping to insure continuation of MPCA and other operating permit(s) for the System, and shall continually operate the System in a lawful manner. If the System is not operated in a lawful manner, any fine or penalty and remedy of the violation shall be shared equally by the Cities unless there is gross negligence by the violating party. In such a case the violating party shall be responsible.
- 5.2. The cost of Arlington performing the above shall be borne by charges to all users of the System within the Cities, said charges to be based on the Equivalent Units used by each user as defined at Section 1.1.15 above.
- 5.3. Arlington shall be reimbursed for all actual costs of operating and maintaining the System to be disbursed from the Operation and Maintenance Fund Section 7.10.1 of this Agreement. Said reimbursement includes, but is not limited to, personnel costs, permit costs and equipment costs. All equipment shall remain the property of Arlington, except any video inspection equipment purchased for the use of the System, shall be owned by the Cities equally. Further, the Board may designate in writing other equipment which shall have equal ownership between the Cities.
- 5.4. Arlington shall keep all system records pursuant to Minn. Stat. §13.01 et seq., and the Green Isle City Council shall have the right to inspect said records.

- 5.5. Arlington shall maintain insurance as required by law to fully cover the System and its operation thereof which shall be paid from the Operation and Maintenance Fund. Green Isle shall maintain and pay for insurance as required by law to fully cover the physical structures of the GICS and the Main Feeder Line, and its intentional and negligent acts that cause damage to the System. Arlington shall maintain and pay for insurance to fully cover the physical structures of the ACS and the Plant, and its intentional and negligent acts that cause damage to the System.
- 5.6. Green Isle hereby grants a license to Arlington over Green Isle property to operate and maintain the System on the condition Arlington complies with the terms and its obligations under this Agreement.

SECTION SIX ONGOING SERVICES

- 6.1. Arlington hereby warrants and covenants that the Plant and necessary lines and appurtenances, shall be available to Green Isle for the treatment and disposal of wastewater in at least the amount of Current Capacity and any expansion thereof, except for periods of necessary or emergency maintenance, or in the event that the Plant is forced out of operation by catastrophic events, including, but not limited to fire, flood, storm, war, or any other natural or man made catastrophe. The warranty is only to the extent of capacity as defined in this Agreement. Arlington further warrants and represents that the Plant will be properly licensed for the disposal of sewage to the limits set forth in this Agreement.
- 6.2. Further, Arlington guarantees, warrants and covenants that wastewater service to the GICS will be continuous and uninterrupted, except for periods of necessary or emergency maintenance, or catastrophic events, including, but not limited to, flood, storm, war, or any other natural or man made catastrophe. In the event service needs to be interrupted for necessary maintenance, Arlington shall give Green Isle thirty (30) days notice. Said notice shall include a plan for said maintenance and time period service will be interrupted, which plan and time period of interruption of service shall be reasonable. In the event service needs to be interrupted for emergency maintenance, Arlington shall give Green Isle immediate notice. Said notice shall include a plan for said maintenance and time period service will be interrupted, which plan and time period of interruption of service shall be reasonable.

SECTION SEVEN FEE FORMULA

- 7.1. It is the intent of this Agreement that all users of the System within the Cities shall share the ongoing costs of wastewater treatment operation and maintenance. The

amount of flow to the Plant in total, or by either party, shall be determined by water meter reading, or other means determined by the two City Councils at the recommendation of the Advisory Board.

- 7.2. Green Isle shall have the sole responsibility of reading water meters and charging and billing users within the GICS. Arlington will have the sole responsibility of reading water meters and charging and billing users within the ACS. Responsibility for reading the water meters may be modified by resolution of the of the two City Councils at the recommendation of the Advisory Board.
- 7.3. All users of the System shall be charged the following for use of the System:
 - 7.2.1. Sewer Access Charge.
 - 7.2.2. Base Charge.
 - 7.2.3. Usage Charge.
 - 7.2.4. Other Charge.
 - 7.2.5. Individual City Charge.
- 7.4. The above charges 7.2.1, 7.2.2, 7.2.3, and 7.2.4 shall be developed and amended from time to time by the two City Councils at the recommendation of the Advisory Board and each City Council shall have 30-days to adopt said charges by ordinance. The above charge 7.2.5 may be adopted by Green Isle to users of the GICS and/or Arlington to the users of the ACS with no need for recommendation by the Board. Further, the allocation of charges 7.2.1, 7.2.2, 7.2.3, and 7.2.4 shall be developed and amended from time to time by the two City Councils at the recommendation of the Advisory Board and each City Council shall have 30-days to adopt said recommendation by ordinance.
- 7.5. Green Isle shall bill each user of the GICS the rate prescribed by Green Isle ordinance in conformance with this Agreement.
- 7.6. Arlington shall bill each user of the ACS the rate prescribed by Arlington ordinance in conformance with this Agreement.
- 7.7. Any water used by the parties to this Agreement which would be expected to flow into the System, including, but not limited to, water used for the backwash function in the Cities' water well systems, and water used for the Cities' facilities, including, but not limited to, city administrative offices, community centers, police and fire facilities, may have a separate rate and charge. At this time there is no contemplation that the parties will be charged for said city uses. The Advisory Board shall have the right to recommend that a charge be made and the parties may adopt said charge pursuant to Section 7.4 of this Agreement.

- 7.8 On a quarterly basis or other times determined by the Arlington City Council, Green Isle shall make payment to Arlington of all fees due and owing for connection of the GICS to the System pursuant to Section Seven of this Agreement. Charge 7.2.5 for Green Isle shall be retained by Green Isle and shall not be part of any payment to Arlington. Green Isle shall be solely responsible for all said fees to be collected and due and owing under this Agreement. The fees paid shall be deposited by Arlington into the funds pursuant to Section 7.10 of this Agreement.
- 7.9 Arlington shall be solely responsible for all said fees to be collected and due and owing within the City of Arlington under this Agreement.
- 7.10 The following separate fund shall be created and maintained by the Arlington. The operation of the fund and deposit of monies into this fund shall be governed by ordinance consistent with this Agreement.
- 7.10.1 Operation and Maintenance. The purpose of this fund is to provide and keep track of the funding for the daily operation and routine maintenance of the System. Arlington shall have the right to maintain such fund to pay for the operation and routine maintenance of the System and for reimbursement under Section 5.3 of this Agreement. In the event Green Isle disputes the maintenance of this fund, the Cities shall meet with each other and attempt to reach an agreement, with the Cities meeting and negotiating in good faith. In the event Green Isle and Arlington cannot agree, the dispute shall be mediated by a third party chosen by the Cities. In the event the Cities are unable to reach an agreement in mediation, the matter shall be submitted to binding arbitration before a panel to be selected by the parties at the time of the dispute.
- 7.11 The Cities shall have the right, but not the obligation, to maintain individual funds specifically for the receipt of monies under Section 7.4 of this Agreement.
- 7.12 The parties recognize that there may be expenses which neither can anticipate at the time of this Agreement. The parties therefore agree that if there is an expense necessary and agreed upon for the operation of the Plant that is not listed above, it shall be equally shared by the parties through a readjustment of rates at the time the expansion is incurred.

SECTION EIGHT EXPANSION

- 8.1. Expansion of the GICS. Green Isle shall be allowed to expand the lines and/or appurtenances that serve the GICS at its own expense on the condition that such expansion does not interfere with the operation of the ACS, the System and/or the Plant, by creating a situation that overloads the ACS, the System and/or the Plant. In

the event of such interference, Green Isle shall have the Plant expanded pursuant to Section 8.3 of this Agreement. Any permits required from the MPCA or any other governmental agency for expansion of the GICS shall be the responsibility of Green Isle. Arlington agrees to reasonable cooperate with Green Isle in obtaining and maintaining any required permits.

- 8.2. Expansion of the ACS. Arlington shall be allowed to expand the lines and/or appurtenances that serve the ACS at its own expense on the condition that such expansion does not interfere with the operation of the GICS, the System and/or the Plant, by creating a situation that overloads the GICS, the System and/or the Plant. In the event of such interference, Arlington shall have the Plant expanded pursuant to Section 8.3 of this Agreement. Any permits required from the MPCA or any other governmental agency for expansion of the ACS shall be the responsibility of Arlington. Green Isle agrees to reasonable cooperate with Arlington in obtaining and maintaining any required permits.
- 8.3. Expansion of the Plant. Either party may make a request to the Advisory Board or the Advisory Board may from time to time study the matter of expansion of the Plant and make a recommendation to the City Councils of Arlington and Green Isle. The respective City Councils shall have sixty (60) days from the recommendation to take action on whether or not to expand the plant as recommended by the Advisory Board. The cost of any plant expansion shall be borne by the City of Arlington and Green Isle shall cover its portion of the costs through a readjustment of the rates as determined by the City of Arlington. Arlington, as the operator of the System, shall be the lead agency for the expansion, responsible for, among other things, bidding the expansion and obtaining any permits. Green Isle shall reasonably cooperate with Arlington in said expansion.

In the event the Advisory Board is unable to make a recommendation for expansion of the Plant, the Cities shall meet with each other and attempt to reach an agreement, with the Cities meeting and negotiating in good faith. In the event Green Isle and Arlington cannot agree, the dispute shall be mediated by a third party chosen by the Cities. In the event the Cities are unable to reach an agreement in mediation, the matter shall be submitted to binding arbitration before a panel to be selected by the parties at the time of the dispute.

**SECTION NINE
ADVISORY BOARD**

- 9.1. The Board is hereby created, which shall be composed of two (2) members from each of the Cities. All members must be City Council members of their respective Cities, and shall be appointed by their respective city councils. One (1) of the two (2) members shall serve a two (2) year initial term and the other member a one (1) year initial term as determined by the respective city, and at the

end of said initial term, the members shall serve for a one (1) year term. The rules regarding the meetings of the Board shall be developed by the Board.

- 9.2. The Board shall hold regular meetings at least quarterly. The time and date shall be determined by the Board. The Board may meet more frequently. The Board meeting place shall alternate between the Green Isle and Arlington council chambers.
- 9.3. The Board shall be governed by this Agreement and Minnesota Statutes.
- 9.4. The Board shall develop recommendations for the City Councils of Arlington and Green Isle for the operation of the System. Any decision of the City Councils of Arlington and Green Isle made on a Board recommendation shall be done within 60 days of said recommendation unless otherwise provided for herein.
 - 9.4.1. The Board shall recommend a wastewater use ordinance and any modifications thereof. The parties to this Agreement shall adopt the ordinance recommended by the Board or an ordinance similar, but not less restrictive.
 - 9.4.2. The Board shall recommend rates and fees for the System. The parties to this Agreement shall adopt the rates and fees or rates recommend by the Board or fees that are similar, but not less restrictive. The City of Arlington has final say on all rates and fees.
 - 9.4.3. The Board shall monitor the maintenance and operation of the System and recommend changes to said operation or to this Agreement that the Board deems necessary for the efficient performance of the System.
 - 9.4.4. The Board shall recommend an ordinance, that may be part of that ordinance recommended in Section 9.4.2 of this Agreement, regarding the operation of the funds established in Section 7.10 of this Agreement, which shall include, but is not limited to, deposits and withdraws of monies consistent with this Agreement and state and federal regulation.
 - 9.4.5. The Board shall have further responsibilities and powers as set forth in this Agreement.
 - 9.4.6. The Board shall make a recommendation and advise the City Council of Arlington on all personnel issues of employees connected with the System, including, but not limited to, hiring, firing and salary. The City Council for Arlington shall make the final decision on such personnel issues and may take action regarding a personnel issue without a Board recommendation.

- 9.4.7. The power and authority of the Board shall be limited to that granted in this Agreement, and the Board shall not have the power to tax, bond or assess.
- 9.5. In the event the Board is unable to make a recommendation, the Cities shall meet with each other and attempt to reach an agreement, with the Cities meeting and negotiating in good faith. In the event Green Isle and Arlington cannot agree, the dispute shall be mediated by a third party chosen by the Cities. In the event the Cities are unable to reach an agreement in mediation, the matter shall be submitted to binding arbitration before a panel to be selected by the parties at the time of the dispute.

SECTION TEN RIGHT TO REVIEW FLOW DETERMINATION

- 10.1 Either party may challenge the amount of flow that goes into the wastewater line(s) serving the GICS or the ACS by first contacting the non-challenging party regarding the challenge and attempt to reach an agreement, with the Cities negotiating in good faith. In the event the Cities are unable to reach an agreement in the matter, the challenging party may arrange for and pay the cost of flow monitoring. The results of said flow monitoring shall be provided to the other party, along with all supporting documentation. The non-challenging party shall have 30-days to accept the results as presented or to undertake, at their expense, their own flow monitoring. If no action is taken by the non-challenging party within that time period, the flow determination as presented shall be deemed binding on both parties. If the non-challenging party decides to challenge the results, it shall have 45 days within which to complete the monitoring and present the results. If the second monitoring produces a different result, the matter shall first be mediated by third party neutral chosen by the Cities. If the Cities are unable to reach an agreement in mediation, the matter shall be submitted to a panel consisting of the City Engineer of Green Isle, the City Engineer from Arlington and a third party chosen by the two Engineers. The cost of the third engineer shall be split evenly between the parties. The determination of the panel shall be final as to the amount of flow attributable from the GICS and the ACS. The panel shall prescribe its own procedure for reaching a decision, provided that each side will be afforded the reasonable opportunity to present evidence and make inquiry of the opposing party.

SECTION ELEVEN DEFAULT AND REMEDIES

- 11.1 Arlington Remedies. In the event Green Isle violates its obligations, warranties and/or representations of this Agreement by non-payment, Arlington shall have the right to bring an action for payment after giving 30 days written notice of the

default. If Green Isle does not fulfill its obligations under this Agreement in any other way, Arlington shall give 10 days written notice of the default. Green Isle shall have 10 days to cure the default or to set forth a plan for curing the default within a reasonable time, in light of the nature of the default and other relevant circumstances. If Green Isle fails to cure the default or put forward a reasonable plan for curing the default, the parties agree to meet in good faith and negotiate in good faith in an attempt to reach an agreement regarding the default. If the parties are unable to reach an agreement, the dispute shall be mediated by a third party chosen by the Cities. In the event the Cities are unable to reach an agreement in mediation, the matter shall be submitted to binding arbitration before a panel to be selected by the parties at the time of the dispute.

- 11.2 Green Isle Remedies. In the event Arlington fails to fulfill its obligations, warranties and/or representations under this Agreement, the Green Isle shall provide 30 days written notice of said failure to Arlington. Arlington shall have 10 days to cure the default or to set forth a plan for curing the default within a reasonable time, in light of the nature of the default and other relevant circumstances. Provided, however, that if a default by Arlington results in wastewater service to the GICS below the level set forth in this Agreement, Arlington must immediately correct the problem upon Written Notice by Green Isle. If Arlington fails to cure said default, the parties agree to meet in good faith and negotiate in good faith in an attempt to reach an agreement regarding the default. If the parties are unable to reach an agreement, the dispute shall be mediated by a third party chosen by the Cities. In the event the Cities are unable to reach an agreement in mediation, the matter shall be submitted to binding arbitration before a panel to be selected by the parties at the time of the dispute

SECTION TWELVE NOTICE AND TERMINATION

- 12.1 Green Isle shall have the right to terminate this Agreement at any time, but not until Green Isle has paid its share of any costs hereunder. If a scheduled or requested expansion of the plant has been undertaken, Green Isle shall not be able to request termination of this Agreement until after completion of construction of any such expansion and payment of Green Isle of its entire share of capital costs and related expenses incurred due to the plant expansion. The termination shall take effect two (2) years after written notice is given by Green Isle of its intention to terminate the Agreement. In the event of termination, all obligations of Green Isle to make payment to Arlington, except for funds expended prior to the date of termination shall cease upon the effective date of the termination.

**SECTION THIRTEEN
TERM**

- 13.1 This Agreement shall be terminated on December 31, 2018 specifically for the reason for all parties to revisit the terms of this Agreement. Otherwise, this Agreement and may only be terminated by Green Isle pursuant to Section 12.1 of this Agreement or by mutual agreement of the Cities under Section 15.1 below.

**SECTION FOURTEEN
INDEMNITY**

- 14.1 Arlington, under this Agreement, has the obligation to operate and maintain the System. As such, Arlington shall defend and hold harmless Green Isle, its officers, employees and agents for any claim arising from Arlington's actions under this Agreement that are directly or negligently caused by Arlington.

**SECTION FIFTEEN
MISCELLANEOUS**

- 15.1 Modification. This Agreement may be modified only by written agreement of both parties.
- 15.2 Notices. All notices required by this Agreement shall be in written form and shall be deemed delivered upon its receipt by the City Clerk/Administrator of either party. Notice may be made by personal delivery, mail or facsimile.
- 15.3 Governing Law. This Agreement shall be construed by the laws of the State of Minnesota.
- 15.4 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not be in any way be affected or impaired thereby.
- 15.5 Time Is Of The Essence. Time is of the essence in the performance of all obligations, undertakings and covenants under this Agreement.
- 15.6 Entire Agreement. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Green Isle and Arlington, and supersedes any other written or oral agreements between Green Isle and Arlington with regards to the content of this Agreement. This Agreement can only be modified in writing signed by Green Isle and Arlington.

15.7 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

15.8 Effective Date. The effective date of this Agreement shall be the last date on which it is executed by any party to this Agreement. This Agreement shall not become effective until it has been executed by all parties to the Agreement.

IN WITNESS, WHEREOF, the parties have agreed to the foregoing terms.

THE CITY OF GREEN ISLE

By: Dale Zim Buzi
Its: Mayor

Dated: 3-11-14

By: Best Penning
Its:

Dated: 3-11-14

THE CITY OF ARLINGTON

By: J. M. Donahue
Its: CITY ADMINISTRATOR

Dated: 3-03-14

By: [Signature]
Its: Mayor

Dated: 3-6-14

Minnesota Census Tracts Eligible for Opportunity Zone Designation

Revised 3/2/2018
Opportunity Zone Designation
Note: If no map appears, reset all filters to (All).

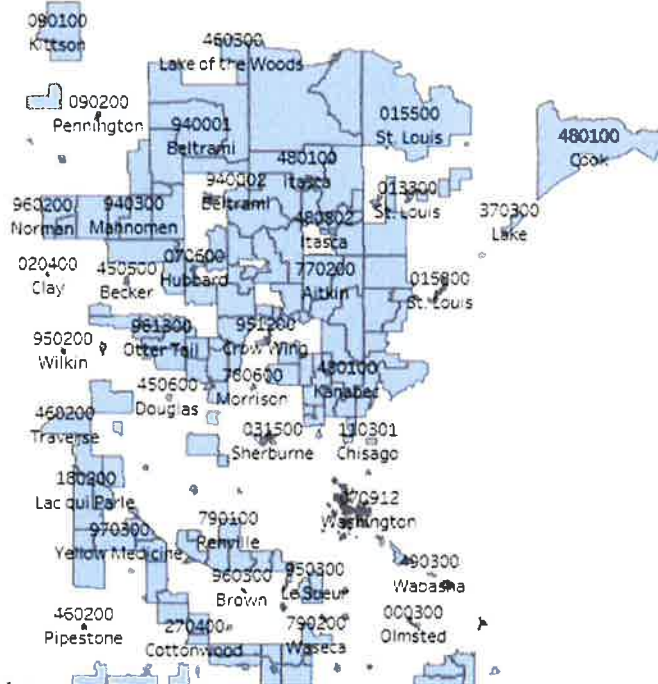
Select a census tract

Inclusive All Values

<input checked="" type="checkbox"/> Search	<input checked="" type="checkbox"/> Show More Values
<input checked="" type="checkbox"/> Show Quick Filter Context	<input type="checkbox"/> Show Quick Filter Context
(All)	Menu

- (All)
- Central
- Metro
- Northeast
- Northwest
- Southeast
- Southwest
- West Central

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Opportunity Zone Application Instructions

Of the eligible census tracts in your city/county/tribal land, we need input from you on which should be included in the **final 123 census tracts for Minnesota**.

Completing the Form

Open the [Opportunity Zone Application Spreadsheet](#)

Tab 1. Applicant Info

Identify All Geographic Areas Represented in this Application (Cities of First Class, Counties, Tribal Nations)

Tab 2.

Principles

The promise of Opportunity Zones can only be met if Opportunity Funds are created that deploy private investment into Opportunity Zones. We strongly encourage you to reach out to any entities (i.e. community banks, foundations, CDFIs, CDCs) that may be working to create an Opportunity Fund as you create your priorities. While this is very early in the process, please share with us any entities you have reached out to about creating Opportunity Funds for Opportunity Zones in your region.

Collaboration

Outline how you collaborated and received input from community, nonprofit, industry and business partners as well as the residents of the communities most in need of investment in making your recommendations.

Opportunity Funds

The promise of Opportunity Zones can only be met if Opportunity Funds are created that deploy private investment into Opportunity Zones. We strongly encourage you to reach out to any entities (i.e. community banks, foundations, CDFIs, CDCs) that may be working to create an Opportunity Fund as you create your priorities. While this is very early in the process, please share with us any entities you have reached out to about creating Opportunity Funds for Opportunity Zones in your region.

Tabs 3 – 5.

Rank from your [250 lowest income census tracts](#), listing 1/3 of as a 1st choice, 1/3 as a 2nd choice and 1/3 as a 3rd choice. If you have an odd number of census tracts in your choice, round up.

Tab 3. First Choice Census Tracts

Please select from your census tracts ranking among the 250 lowest income census tracts, listing 1/3 of them as your first choice.

Tab 4. Second Choice Census Tracts

Please select from your census tracts ranking among the 250 lowest income census tracts, listing 1/3 of them as your second choice.

Tab 5. Third Choice Census Tracts

Please select from your census tracts ranking among the 250 lowest income census tracts, listing 1/3 of them as your third choice.

Tab 6. Other Census Tracts

Are there tracts outside of the 250 lowest income tracts that you would advocate should be included as Opportunity Zones and Why? List each tract outside of the 250 lowest income tracts that you propose including, and indicate if you would include it with your 1st choice tracts, 2nd choice tracts or 3rd choice tracts.

If the proposer is choosing a contiguous tract over a low-income census tract or a tract not on the list of 250, please clearly document and outline the reasons for excluding a low-income census tract and any and all possible remediation the proposer has done or will do to ensure the population in the excluded census tract is engaged and was considered in the proposal.

Submitting the Form

Return the form as an attachment to an email to deed.communications@state.mn.us.