

**AGENDA  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, JULY 2, 2013 - 5:00 P.M.**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

*“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.” If you would like to address the City Council, please come up to the podium to do so.”*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 18, 2013.
2. Consider approving the minutes of the Waste Water Public Forum for the East Grand Forks, Minnesota City Council of June 18, 2013.

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA: NONE**

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

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS:**

3. Regular meeting minutes of the Water, Light, Power, and Building Commission for June 6, 2013.
4. Regular meeting minutes of the Cemetery Commission for June 19, 2013.

**COMMUNICATIONS:**

5. Acknowledge that Ms. Wald has successfully completed her six month probationary period for Secretary/Dispatch/Jailer.

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

6. Consider approving the purchase of a 2012 John Deere 5115M tractor with a 5 year warranty and declare a 1992 John Deere 2775 tractor as surplus to trade in to True North Equipment for \$48,271.
7. Consider approving the Request For Bids for cleaning City Hall, the Police Department, and the Public Works building.
8. Consider approving the Transit Title VI Plan required by the Federal Transit Administration for the City of East Grand Forks.

**CLAIMS:**

9. Consider adopting Resolution No. 13-06-67 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 16170 for a total of \$994.83 whereas Council Member Buckalew is personally interested financially in the contract.
10. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**ADJOURN:**

Upcoming Meetings:

- Work Session – July 9, 2013 – 5:00 PM - Training Room
- Regular Council Meeting – July 16, 2013 – 5:00 PM – Council Chambers
- Work Session – July 23, 2013 – 5:00 PM – Training Room
- Regular Council Meeting – August 6, 2013 – 5:00 PM – Council Chambers

**UNAPPROVED MINUTES  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 18, 2013 - 5:00 P.M.**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for June 18, 2013 was called to order by Council President Craig Buckalew at 5:00 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, and Mark Olstad.*

*Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Paul Hanson, Fire Dept Engineer; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; Karl Lindquist, Interim City Administrator; Megan Nelson, Executive Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.*

**DETERMINATION OF QUORUM:**

*The Council President Determined a Quorum was present*

**PLEDGE OF ALLEGIANCE:**

Mayor Stauss asked Taylor Holweger to come up to the front of council chambers. He stated how there are so many bad things in the news and it can be a pleasure when there are good things to read and hear about. Mayor Stauss presented Ms. Holweger with a Certificate of Heroism for saving a life while on duty as a lifeguard at the swimming pool. He asked her to give a short description of what took place. Ms. Holweger stated how she had been watching the little boy and when he didn't come up for air she took action and yelled for help. The mayor also called Chris Dietrich to come forward and thanked him for assisting with the rescue and stated how they both did an outstanding job and the city is very thankful.

**OPEN FORUM:**

*"An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate." If you would like to address the City Council, please come up to the podium to do so."*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 4, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 11, 2013.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE ITEM ONE (1) THROUGH TWO (2).**

Ms. Nelson informed the council there had been a changed made to Council member Vetter’s report from the last regular council meeting. She stated the word timesheet was changed to billing statement and that the correction was not reflected in the packets that were sent out to the council.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel*

**SCHEDULED BID LETTINGS:**

3. Consider adopting Resolution No. 13-06-56 accepting and awarding the bid for improvements to JTC, Inc for 2013 City Project No. 3 - Police Building Improvements for a bid price of \$399,440.00.

**A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 13-06-56 ACCEPTING AND AWARDING THE BID FOR IMPROVEMENTS TO JTC, INC FOR 2013 CITY PROJECT NO. 3 - POLICE BUILDING IMPROVEMENTS FOR A BID PRICE OF \$399,440.00.**

Council President Buckalew commented the project was to cost around \$498,000 and asked why this price was different. Ms. Nelson explained that the bid price for construction from JTC, Inc was only for \$399,440 and that the resolution covers the entire project and lists the other amounts covering the engineering, miscellaneous, and mold remediation.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA:**

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

4. Consider awarding the job of wastewater line cleaning to Jet-Way Multiple Services, Inc for \$40,700.00.

5. Consider declaring the list of vehicles the East Grand Forks Police Department has acquired as surplus property that can be put up for auction.
6. Consider approving Resolution No. 13-06-57 appointing Council member Vonasek to the Planning Commission.
7. Consider approving the Fireworks/Pyrotechnic Special Effects Permit for Edgewood Management Group on June 21, 2013 beginning at approximately 10:15 pm to approximately 10:35 pm.
8. Consider approving the Fireworks/Pyrotechnic Special Effects Permit for Grand Forks Sertoma Club on July 4, 2013 beginning at 10:00 pm to approximately 10:20 pm.
9. Consider approving the transit contract between the City of East Grand Forks and Northland Community and Technical College.
10. Consider approving the temporary liquor license application for the VFW for July 26-28 for Cats Incredible Fishing Tournament.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO APPROVE ITEMS FOUR (4) THROUGH TEN (10).**

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS:**

11. Regular meeting minutes of the Water, Light, Power, and Building Commission for June 4, 2013.

**COMMUNICATIONS:**

12. Acknowledge that Ms. Nelson has successfully completed her six month probationary period for Executive Assistant.

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

13. Consider adopting Resolution No. 13-06-58 allowing the City Planner position to be included with the AFSCME Council 65 AFL-CIO bargaining unit.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 13-06-58 ALLOWING THE CITY PLANNER POSITION TO BE INCLUDED WITH THE AFSCME COUNCIL 65 AFL-CIO BARGAINING UNIT.**

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

14. Consider adopting Resolution No. 13-06-66 allowing the Interim City Administrator to file a petition to the Minnesota Bureau of Mediation Services to remove the “Building Official /Director of Flood Recovery” position from the AFSCME bargaining unit.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 13-06-66 ALLOWING THE INTERIM CITY ADMINISTRATOR TO FILE A PETITION TO THE MINNESOTA BUREAU OF MEDIATION SERVICES TO REMOVE THE “BUILDING OFFICIAL/DIRECTOR OF FLOOD RECOVERY” POSITION FROM THE AFSCME BARGAINING UNIT.**

Council President Buckalew informed the council that this request is being made since this position will not be filled and is no longer needed. He stated that the AFSCME Council 65 is unwilling to remove this from the list of jobs included in the bargaining unit and sending in this petition is the only way to remove it.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

15. Consider adopting Resolution No. 13-06-59 allowing restricted parking around the commercial properties located by 4<sup>th</sup> Street NW and 3<sup>rd</sup> Avenue NW.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 13-06-59 ALLOWING RESTRICTED PARKING AROUND THE COMMERCIAL PROPERTIES LOCATED BY 4<sup>TH</sup> STREET NW AND 3<sup>RD</sup> AVENUE NW.**

Mr. Lindquist informed the council there was a correction made in the resolution so now it lists the 200 block of 4<sup>th</sup> Street NW instead of incorrectly listing the 300 block of 4<sup>th</sup> Street NW for the sign placement.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

16. Consider adopting Resolution No. 13-06-60 allowing the City Attorney to give written notice to Kraus Anderson, Braun Intertec, and their subcontractors and take legal action if necessary regarding the library roof.

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-06-60 ALLOWING THE CITY**

**ATTORNEY TO GIVE WRITTEN NOTICE TO KRAUS ANDERSON, BRAUN INTERTEC, AND THEIR SUBCONTRACTORS AND TAKE LEGAL ACTION IF NECESSARY REGARDING THE LIBRARY ROOF.**

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

17. Consider adopting Resolution No. 13-06-61 approving the plans and specifications and ordering advertisement for bids for 2013 City Project 1 – Sidewalk Improvements (Transportation Enhancement).

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-06-61 APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR 2013 CITY PROJECT 1 – SIDEWALK IMPROVEMENTS (TRANSPORTATION ENHANCEMENT).**

Council President Buckalew commented that taking this action is not approving the project but asking to advertise for bids. He added the council can wait and see what the bids comes in at and see if the project is something the city can afford.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

18. Consider adopting Resolution No. 13-06-62 approving the plans and specifications and ordering advertisement for bids for 2012 City Project 5 – Sidewalk Improvements (Transit).

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-06-62 APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR 2012 CITY PROJECT 5 – SIDEWALK IMPROVEMENTS (TRANSIT).**

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

19. Consider adopting Resolution No. 13-06-63 entering into Agreement No. 03748 with the Minnesota Department of Transportation. (Traffic light at 14<sup>th</sup> Street and 220 North)

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 13-06-63 ENTERING INTO AGREEMENT NO. 03748 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION. (TRAFFIC LIGHT AT 14<sup>TH</sup> STREET AND 220 NORTH)**

Council President Buckalew asked Ms. Ellis if this would equip this set of stop lights with remote

control capability to be run out of Bemidji. Mr. Boppre replied that he doesn't believe so but it is for updating the pedestrian crossing at the stoplights which would be similar to the project completed at the stoplights at the intersection of Highways 2 and 220. Ms. Ellis also added that hopefully in the future stoplight projects can be coordinated with Grand Forks so the system is workable throughout both of the cities.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

20. Consider adopting Resolution No. 13-06-64 ordering improvement and preparation of plans and specifications for 2014 City Project No. 1 – Street Improvements. (17<sup>th</sup> Street NE)

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-06-64 ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR 2014 CITY PROJECT NO. 1 – STREET IMPROVEMENTS. (17<sup>TH</sup> STREET NE)**

Council member Tweten commented the streets have been improved or planned to be improved around the Civic Center asked to have a discussion on improving the road connecting 15<sup>th</sup> and 17<sup>th</sup> Street. Leigh stated he voted against adding those improvements for 2<sup>nd</sup> Ave NE when the project for 15<sup>th</sup> Street was proposed. He added that area needs to be cleaned up. He stated the council needs to see what the options are and what those options would cost. Mr. Boppre informed the council that there was a feasibility study completed already on 2<sup>nd</sup> Ave NE so he would be able to update those numbers and bring them to a work session for the council to review.

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

#### **CLAIMS:**

21. Consider adopting Resolution No. 13-06-65 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 16047 for a total of \$2,371.39 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 13-06-65 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 16047 FOR A TOTAL OF \$2,371.39 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

*Voting Aye: Vonasek, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Abstain: Buckalew.*

*Absent: Grassel.*

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

**A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER LEIGH, TO AUTHORIZE THE INTERIM CITY ADMINISTRATOR TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.**

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*

*Voting Nay: None.*

*Absent: Grassel.*

**COUNCIL/STAFF REPORTS:**

Mayor Stauss asked the council if they had noticed the flowers around town. He added that he had collected donations to help pay for the beautification of town but might need help paying for about \$400.00. The mayor also said that the corner lot has been fixed up nicely with the addition of the planter.

Council Member Vonasek told the council he liked the flowers around town and how it was a good improvement to the community.

Council Member Buckalew told the council he has heard many compliments about the flowers and thanked the mayor for his work on this project. He also reminded the council of the waste water public forum starting at 7:00pm later in the evening.

Council Member Tweten complimented the mayor on the positive improvements to the City. He added that the North Dakota Highway Department held a meeting regarding the Sorlie Bridge which was poorly attended. Council member Tweten stated how he didn't think there was enough publicity notifying people about the meeting and there were not enough opinions of what should happen given from the community. He continued by saying how the businesses that will be affected by this project need to be made aware of these meetings so they can attend, give their opinion, be informed on how this project will be moving forward, and understand the ramifications if the bridge is moved or greatly altered.

Council Member Leigh commented how he was able to watch the people in action putting up the hanging flowers. He stated how it looks very appealing and cleans up downtown and how appreciative he is for this being completed.

Mr. Lindquist told the council that he will only be in the office for half the day on Thursday and be gone for the rest of the week. He then asked Ms. Nelson to inform the council about the bonding request. Ms. Nelson informed the council nothing had been sent down previously since both Senator Stumpf and Representative Kiel authored the bills that were presented in both houses. She continued by telling the council the Administration office will be completing the bonding request application and will be sending it out by the deadline on Friday.

Engineer Boppre informed the council he had received an email from the City of Grand Forks. They are requesting an audience with some council members, the mayor, the city administrator, and the city engineers to discuss the future of the flood control system and if the project should be closed or not. He added that once the project is closed the City would not be eligible for federal funds for repairs or anything regarding the levee system. Mayor Stauss stated that since the Fargo-Moorhead project has yet to be decided and not knowing how that will affect East Grand Forks it would make sense to keep the project open as long as possible.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADJOURN THE JUNE 18, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:26 P.M.**

*Voting Aye: Vonasek, Buckalew, Tweten, Olstad, Leigh, and Vetter.*  
*Voting Nay: None.*  
*Absent: Grassel.*

---

Karl Lindquist, Interim City Administrator

**UNAPPROVED MINUTES  
WASTEWATER PUBLIC FORUM  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 18, 2013 - 7:00 P.M.**

Mayor Stauss, Council President Buckalew, Vice-President Leigh, and Council members Vetter, Vonasek, Tweten, and Olstad were present.

Meeting convened at 7:00 pm.

Staff present: Brad Bail, City Engineer; Greg Boppre, City Engineer; Karl Lindquist, Interim City Administrator; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

Council President Buckalew started the meeting at 7:00 pm and asked the council how they would like to proceed with this meeting or if someone would like to start off the discussion. Council member Vetter stated he would start the meeting.

Council member Vetter listed the three project options the council had previously discussed which were the interconnect with Grand Forks, redoing of the lagoons, and a mechanical plant. He stated that all of the figures that the council had been presented with were based off of 5% for 20 or 30 years. He suggested that more realistic figures should be used since the city is currently able to get an interest rate under 2%. He added that the life of the final project will be longer than 20 years so the council should be considering 30 and 40 year terms. Council member Vetter continued by saying when using 30 or 40 years at 2% the interconnect project will actually be more expensive than redoing the lagoon system. Another issue Council member Vetter brought up was that the City will lose control and later down the road might have to spend another 20 million to redo the lagoons anyway. He stated the only way he would consider an interconnect would be to bypass Grand Forks and work out a deal with the fertilizer plant to take waste water from East Grand Forks. He is no longer going to consider the interconnect project. He said he had debated between redoing the lagoons and building a treatment plant in East Grand Forks. Council member Vetter said this was a difficult decision just because of unknown future requirements from MPCA so he is leaning towards a hybrid system which would be redoing the lagoons with the addition of a treatment plant of some sort to help offset some of the future unknowns of waste water treatment if needed.

Council member Vonasek said when this process first started he thought the City should move forward with what was most reasonable and spend as little money as possible. He continued by saying how his opinion has changed with the more people he has spoken with who think the City should maintain control over as much as possible and are opposed to the interconnect project with Grand Forks. He stated approximately 70% to 80% of the people who have contacted him feel this way and he stated if there is someone who doesn't feel this way to please contact him. Council member Vonasek said that he liked the idea of keeping the lagoons and possibly adding some sort of plant that was suggested by Council member Vetter. He stated he doesn't want to keep kicking this can down the road but there are still a lot of unanswered questions.

Council member Tweten stated he had yet to talk to one person who would like to move forward with the interconnect. He continued by saying how people are better informed about this issue than most

realize. He added the council had been given testimony that the lagoons are not a liability but an asset which should be used if possible. Council member Tweten said that the City should be able to rehab the lagoons and possibly add a plant like Council member Vetter had mentioned so the City can plan ahead for when the population reaches 12-13,000 residents. He continued to say how the engineers gave the City a very high figure to have all of the concrete removed which at one time was required to be installed. He stated that if the Minnesota Pollution Control Agency insists on the removal of this concrete the City should go to a higher authority. Council member Tweten considered that wasting government which he doesn't agree with. He also said doesn't agree with the 5% figures the city engineers have used to show the estimate costs of the projects. Council member Tweten stated he will not vote for the interconnect. He added how he is not mad at anyone, commented on many projects the cities have worked on successfully together, how the City has to realize how long this will take, and that they will need to ask for help from the state. He stated how he is not only concerned about the present but about the future as well and finished by stating how he had no other comments at this time.

Council member Olstad commented on how long this discussion has been going on. He asked Council member Vetter to see the numbers he had come up with looking at a 40 year plan. Council member Vetter said he would get them but that the estimates for 30 year at 2% which does include the decommissioning of the lagoons for two of the projects. He stated the figures he came up with for standalone project was 21 million, for the interconnect was 20.5 million, and a mechanical plant was 27.4 million. Council member Olstad stated that he has spoken with many people about the options and what would be the best way to go. He continued by saying how recently more regulations will be coming from both MPCA and possibly the EPA. He is worried about moving forward with a lagoon or plant and having the new regulations that cannot be met with either of these systems. Council member Olstad pointed out that the City has an option to hook up with Grand Forks and not have to worry about MPCA regulations. He added that the numbers and contract have been reviewed; the City could have a 25 year contract and not pay any more than what Grand Forks residents pay. Council member Olstad said he doesn't know how the City would be able to afford to clean up the lagoons and put up a plant. He said some people have told him they would like to keep the lagoons but there have been others who would like to move forward with the interconnect. He said how some people say they don't want to lose control but he asked how the City would be losing control or if they did it wouldn't be very much. Council member Olstad stated he doesn't see this as a control issue but of getting rid of something the City doesn't want or need by working with Grand Forks. He said how the estimate costs have come back fair, that Grand Forks isn't going to be over charging for these services. Council member Olstad stated how he watches the numbers everyday and now the interest rates are starting to rise and more then like they will keep going up. He added the longer the City waits the more any project is going to cost. He said that a decision needs to be made and he thinks the right choice is to move forward with the interconnect. He added this is something the City can work with Grand Forks on and the 25 year contract includes protection for the residents of the City which includes only paying a little over 6% for major upgrades. Council member Olstad said he understands and respects the difference in opinions on this topic and hopes that others can understand and respect his.

Council Vice-President Leigh stated he has always been in favor of redoing the lagoons. He said he has spoken with many people in the community who feel the same way and would like to keep our independence. He added he doesn't want to keep kicking this can down the road but if there is an option of redoing the lagoons and with the possibility of adding some sort of mechanical plant for the same cost of the interconnect he would like more information about that. Council member Vetter

stated the City could modify the lagoons but he didn't know what the cost would be of adding some sort of treatment plant. Council Vice-President Leigh said that it was one more option that should be considered because it would allow the city to keep the lagoons. He added that after this option and costs have been reviewed all possible options have been reviewed and the council will have to move forward. He said that regardless of what decision is made, not all members of the community will be happy. Council Vice-President Leigh ended by saying how this issue is different from garbage since the City has the ability to change vendors but there is no coming back from getting rid of the lagoons and how in the future the North Dakota regulations will more than likely be getting more restrictive.

Council President Buckalew began by saying how this has been a long discussion but whatever the decision is it needs to be the right decision. He mentioned that if the City is not required to remove the sludge from the ponds that would be a 4.5 million dollar difference and the hybrid system discussed by Mr. Tininenko was approximately 1.2 million dollars to get up and running. He added that analyzing all of the numbers, even knowing that they will more than likely change, the council needs to consider the yearly fee of treating waste water, the cost to maintain the facilities, and with the cost of licensing people to care for the facilities up to MPCA standards, he doesn't see how the City would be able to afford all of these things. He continued by saying if the City went forward with the interconnect, for the time being anyway, we would be done worrying about the treatment and regulations. Council President Buckalew stated he is a numbers guy who wasn't originally from in the community and have been told by some that he doesn't understand. He said he thinks he can understand but this is a business decision that is going to be paid for by the taxpayers. He continued by saying there is development on the north end of town and asked why people would want to build homes with a lagoon system so close. He added that currently Grand Forks is running at 35% capacity which could handle East Grand Forks and the future expansion of the City's population. If the City moved forward with the lagoons or a hybrid system they would have plan for the population 40 years from now. He did recognize the reason of considerable concern when it comes to drafting and signing the contract. The taxpayers need to be protected so he does not have any issues paying for someone to draft the contract protecting the residents. He said the Cost of Service analysis was done very well by a group from Grand Forks. He added that one person from this group is from East Grand Forks and has confidence that they would not do something treacherous to our community. Council President Buckalew stated how the City needs a way to move forward down the road and be able to deal with the changes. He suggested a board, like the Water & Light Commission be formed which would not include politicians, to represent the community to deal with changes and negotiate when changes come up in the future. He also suggested the agreement that is entered be a working document so if changes need to be made they can. Council President Buckalew reminded the council there are other projects that will be coming up in the future that will need to be addressed so they should keep those in mind also.

Council President Buckalew stated how it was a great crowd that had come to the meeting and thanked them for coming. He added they need to spread the information from these meetings to their neighbors and friends so residents have an understanding what the COSA agreement is all about, what East Grand Forks will actually have to pay for, how the City will have to maintain and expand our own system with the growth of the city.

Council President Buckalew continued with informing the group he had been in contact people in La Crescent, Minnesota, just across the river from La Crosse, Wisconsin. This community was told they needed to modify their mechanical plant by the MPCA. He added they made this agreement with La

Crosse back in 2009 and this community does not pay any more than La Crosse residents do and since this agreement was made there have been six more communities that have joined with La Crosse for waste water treatment. Council President Buckalew stated he had a copy of the agreement and would be happy to share this with whoever would like to see it. He ended by saying any agreement that is entered into needs to make both parties happy and make sure there is a fair price for treating the sewage and asked others to comment.

Mayor Stauss commented that the lagoon system in Grand Forks was suppose to be put in for 19 million and ended up at 37 million. He added there are still issues and in about 15 years something will have to be redone. He continued by saying that if the City goes with the interconnect, the pipe that the City would be connecting to is 60 years old and he asked how much longer that pipe will last after the interconnect project is complete. Mayor Stauss added that the MPCA is getting ridiculous with their restrictions on phosphorus. He asked the MPCA to test the water before the lagoon and after the lagoon to see how much phosphorus East Grand Forks was contributing to the river. He continued by saying how both Fargo and Grand Forks don't have the same restrictive regulations as East Grand Forks and Moorhead and added that in the future the federal government will become more restrictive on the communities in North Dakota and possibly the farmers down the road. Mayor Stauss then stated that the proposed agreement with Grand Forks has East Grand Forks paying approximately 6%. He asked if that rate would change since their population is growing faster than East Grand Forks is. Another issue he addressed was engineering fees.

He said he had contacted engineers from Wisconsin and Nebraska who had given cheaper fees. Mayor Stauss asked that the city engineers look for the best and cheapest way for this project to be completed otherwise he will be asking others to come in and take a look at things to keep the cost down for the citizens of East Grand Forks. He continued by saying he agrees with Council member Tweten on how it isn't right to require the removal concrete from the lagoons, which at one time was required to be added by the MPCA, and now if any of it is removed the City would have to upgrade. As for accepting everything Grand Forks has to say, Mayor Stauss asked if Grand Forks was ready to accept what East Grand Forks has to say. He added that there have been some things that have happened in the past with Grand Forks that make people worried about what could happen if East Grand Forks moved forward with the interconnect. Mayor Stauss said he has mixed emotions and feels that if the lagoons can be redone at a reasonable price that should be the way to go. He asked the group what would happen if an industry would like to come into East Grand Forks and Grand Forks tells us that it would be too much. He added he has nothing against Grand Forks as a town, he gets along great with the mayor and aldermen, but he also believes in East Grand Forks and feels that East Grand Forks can do some of this on our own.

Council member Vetter mentioned that he would be more willing to work with Grand Forks if they had informed East Grand Forks about the possibility of the fertilizer plant coming and worked together to bring this plant into town. He didn't like how they kept it a secret while they were trying to contract with East Grand Forks. Another issue Council member Vetter brought up was how Mr. Feland has stated in the next 20 years the Grand Forks waste water treatment facility will need 50 to 70 million dollars worth of work. He added how at 6% the City's share would be 4.2 million above the \$500,000 yearly fee paid for treatment. He stated that looking at this like a business decision, the lagoons lasted 50 years so the timeline should be extended to 50 years at 2%, anything over 30 years the lagoons system will be much cheaper. Council member Vetter also suggested having a closed system and

treating the waste water in the water treatment plant or looking at partnering with American Crystal Sugar and using the same lagoons.

Mayor Stauss thanked everyone for coming to this meeting but he added the chambers should be packed with people since this is such a big decision that will affect the community for years to come. Council President Buckalew then asked for members of the audience for their comments.

Mr. Duane Walden, 212 7<sup>th</sup> St NE, told the council that he is leaning towards the interconnect project right now. He asked why no one has shown the real numbers of what would happen if the City kept treating its own waste water. He said how this decision keeps getting put off but asked kind of timeline the City has until Minnesota would come in and force a decision to be made. Mayor Stauss stated he thinks the City would have until about 2016. Mr. Walden then asked how long it would take to get funding to help with this project. Mayor Stauss said that right now it is difficult to find money anywhere but the sooner the city picks a project and prepares the plans and specifications the City would then be able to approach the State for help and get full consideration. Mr. Walden asked if the City moved forward with a lagoon would they have solid numbers to go by. Mayor Stauss stated the engineers could answer better than he could at this time.

Mr. Boppre introduced himself to the group and said that cost estimates have been handed out showing the prices for the different projects. Mr. Boppre pointed out the original numbers were from three years ago when everyone was going through a recession and now all the prices have gone up. He added the 18 million Mayor Stauss had talked about included construction costs as well as all of the soft costs which includes 35% of engineering, legal, and administration costs. He also added they made sure that contingencies are included. Mr. Boppre stated he feels confident in the numbers that were handed out today. He added he thinks it is in the City's best interest to pick a solution and set a budget so the City can ask the legislators for help with the gap from what the project costs and what the City can fund.

Mr. Walden then asked if the City would be getting rid of the smell because it either comes from the north end or is coming from Crystal Sugar. Mr. Boppre said how the smell can be bad in the spring and this past spring it was really bad. He also said how Crystal Sugar came to the City to see if we could join together but won't be able to because of pH levels and that is when the discussion began with Grand Forks. Mr. Boppre added there have been other options looked at like moving lagoons 4 or 5 miles farther out. Mr. Bail said that the estimates are conservative estimates and will get closer to the actual numbers when more specifications are made about the projects. Mr. Boppre mentioned that they are trying to predict cost in four years from now so they are trying to put together the best estimates they can. He went on to say that the City currently has a five year permit with the MPCA and said that if the City does nothing in the next 3 ½ year or by the time the permit expires, the City will be out on compliance with MPCA and the state of Minnesota. He added there are many things that need to be done even after a project is picked. Mr. Walden responded by saying that answered his question but he is still leaning towards the interconnect.

Council member Tweten asked to make a few comments. He stated how certain things are said about the relationship between Grand Forks and East Grand Forks. He continued by saying how Grand Forks gets 80% of their water from the Red Lake River since the quality of water is so much better. Council member Tweten also explained other situations when East Grand Forks has helped and

worked with Grand Forks. He doesn't agree with people who say East Grand Forks doesn't work with Grand Forks because there are many times when the two cities do work together.

Dale Helms, 613 2<sup>nd</sup> Ave NE, told the council that he doesn't have all the answers and not sure if he is for or against it but what bothers him is it seems that everything East Grand Forks does has to cost millions. His first example was the swimming pool. He stated that at one time it was going to cost 6 million to fix and now it will be fixed for under a million and should be good for the next 15 years. He asked why everything has to cost millions of dollars when some of the best material to use is right there. He then asked how long the pipe has to be to cost upwards of 19 or 20 million dollars. Mr. Helms stated he hoped that no one has overlooked the possibility of the pipe under the river breaking and asked who will be paying for the pollution costs if this does happen. He added that this was one of the first things he thought of that really bothers him. He commented the cost of the cleanup could cost a lot more than fixing the lagoons. Council President Buckalew stated that there are already pipes under the river from the south end of town going up to the north end. Mr. Helms commented we already have the issue except if the City went with the interconnect it will be twice the problem. He said what bothers him the most is the cost. He asked how many feet of pipe would be put in.

Mr. Boppre answered by saying how the estimate for the interconnect includes a lift station at approximately 1.5 million dollars, a pipe across the river that will be less than 2,000 feet, boring a large enough hole underneath the river, the cost of the decommissioning of the ponds, and creating an equalization basin to have a holding pond just in case the electricity goes out etc.. He went on to say he can't control the costs but tries to identify the costs as best as he can which includes looking at different things to try and find the lowest. Mr Boppre also mentioned how the City deals with the MPCA and all of their regulations. Mr. Helms commented how in his business he is regulated and then he is charged a fee to comply. He said when the price tag is 19 million dollars, if a contractor bids on the job, he is would be stupid not to bid the job at that price. Mr. Boppre explained that is the present value cost. Mr. Helms then asked what is being salvaged. Mr. Boppre explained the salvage is a part of the facility plan required by MPCA when completing an upgrade to the system. He went on to explain they look at a 20 year design and that is why the 20 year plan is listed. He added that Council member Vetter asked for 30 year so that is why those numbers are also included. Mr. Boppre told the group that the City has been on the IUP list, Intended Use plan list, which will help with the funding of this project. Mr. Boppre said the salvage value is also included with the facility plan which is something the engineers will have to figure out based on the project the council chooses. Mayor Stauss asked what the backup was if the lift station broke down. Mr. Boppre said it has been called an equalization basin. Mayor Stauss asked if it was a type of pond system and Mr. Boppre confirmed that it would be. In closing Mr. Helms asked if we want to sell our souls over 20 to 30 years for \$700,000 to \$900,000.

Mike Powers, 437 5<sup>th</sup> Ave SE, came forward and asked if anyone knew what Council member Grassel was in favor of. Mayor Stauss stated he was in favor of keeping the treatment in East Grand Forks the last time they had spoke. Mr. Powers then said he had been to several government meetings with some including Representative Kiel and Senator Stumpf who prefaced their presentations by saying the Minnesota Pollution Control Authority is out of control. He then said how that scares him because they might come in and force the city to move forward with a project. Mr. Powers commented how he had coffee with different people today and all eight of them were in favor of the interconnect. He went on to say how some people are telling council members one thing and he is being told another which is

causing him great concern. Another question he was asked at coffee was how much is this going to cost or what amount will be on the utility bill which he replied that they don't know how much it is going to cost. Mr. Boppre said based on the facility plan from 2011, working through and identifying the options, the interconnect project would have cost \$15 dollars more a month and redoing the lagoons would have added \$17 dollars more a month on the utility bills. He went on to say that these numbers are not currently updated but that is something the Finance Director can do. Mr. Powers said he didn't mean to pick on Council member Vetter but during conversations he had that day, people were complaining that Crystal Sugar was starting to stink again. He added that he knows they are currently cleaning out their ponds but if our sewer was hooked up with their lagoons would that create another odor issue.

He knows that lots of time has been spent on this issue and he would like to throw out the idea of holding a referendum. Mr. Powers stated he knows that it would be expensive but there has already been a lot of money spent. He said he doesn't think the council has a real grasp of how the populous feels, thinks that if more simplified information was given out to the public and then hold a vote. Mr. Powers told the council he is an election judge and he would work the voting for the referendum pro bono. Mayor Stauss said the only problem that he has with that is the information has been available, there have been meetings for the public to attend, and people are not attending so sometimes the council has to make the decision. Mr. Powers stated that is what the council is there for. The last thing Mr. Powers said was that if Grand Forks is getting their water from our river then there should be a meter put on it; we could play the game both ways. Mayor Stauss said the State would say it was theirs so he doesn't think that would not work.

Allan Okins, 2005 10<sup>th</sup> St SE, told the council that he liked this meeting because there are seven people minus one that will be making this decision for East Grand Forks and he knows they have all worked at this and studied the information, which he really appreciates, and now has the right to make this decision. He then asked what will happen to the council 10, 15, 20 years from now and will they be able to make a momentous decision like this council. He commented on how the council had chosen to do this job and he feels they do a very good job as far as he is concerned. Mr. Okins stated that there are too many low information voters to hold a referendum. He then went on to say that there were six people he ate lunch with today and not one is at the meeting. He said how the council will have to make this decision and that they are qualified to do it. He added that this decision would be a lot easier if East Grand Forks was 25 miles east but all of the alternatives need to be considered. He wished the council well with the decision they make and ended by saying whatever decision the council makes he will go along with.

Council President Buckalew discussed the numbers on the sheet that was handed out at the beginning of the forum. He stated how in the beginning the interconnect is cheaper to do but then the yearly fee for the next 30 or 40 years also needs to be factored into the equation. He explained how present value is figured so the council will know how much money they will need to make the last payment in 20 years or more down the road. He added how this is different than borrowing money for a car or house so it is not something that people deal with on a regular basis. He explained that using present value was recommended by the peer group. Council President Buckalew told the group that if anyone has any questions about these figures to please contact Mr. Boppre, the Public Works Director, or someone in the office for help because it is not the easiest to understand.

Mayor Stauss asked if it is basically \$36 dollars difference a year that a resident would pay between the two. Council Vice-President Leigh stated those numbers were from before and it has changed.

Dale Carlson, 1033 10<sup>th</sup> Ave SE, said it was confusing to him but it seems that with the interconnect project had hard numbers and there aren't any real numbers for the other options. He then asked when has anything ever been built for the estimated cost. He stated he sees the potential for huge overruns and for him he would try and keep it simple. He said that the interconnect seems simpler.

Council President Buckalew asked if there were any more comments from the crowd or the council. Council Vice-President Leigh stated he would like to know figures for Council member Vetter's proposal and be able to tell the constituents how much each of the options would cost them a month. He continued by saying he doesn't think they don't care where it goes but how much it will cost them every month.

Mr. Boppre said with that direction and if the council is inclined he can ask Mark Hallan, WSN waste water expert, for an estimates on the proposed options and bring the numbers back to the council. Council President then asked the wishes of the group and then asked if anyone was interested in a full blown plant which was answered with no. Some discussion followed on what options will still be considered to find what the monthly costs would be for the residents.

Council President asked if there were any more comments or questions. Mr. Lindquist asked to have someone summarize exactly where the council is at. Council Vice-President Leigh stated the list consists of the interconnect, redoing of the lagoons, redoing the lagoons with a modified treatment plant, and hooking up the system to the water treatment plant.

Motion to adjourn was made by Council member Tweten, seconded by Council member Leigh. The meeting was adjourned at 8:26 pm.

---

Karl Lindquist, Interim City Administrator

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held June 6, 2013 at 5:00 P.M.

Present: Brickson, Ogden, Tweten

Absent: Quirk

It was moved by Commissioner Tweten second by Commissioner Ogden that the minutes of the previous meeting of May 16, 2013 be approved as read.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$445,656.34.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve ICS Inc's Change Order #1 to the existing 2013 central substation rehab project in the amount of \$898.00.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve the request to provide complimentary water and electric service for the Art Festival being held June 7 thru June 9, 2013.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Ogden to continue support of the annual Dakota Science Water Festival at the Heritage Village with a contribution of \$500.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Ogden to approve a donation of \$8,000.00 to the City for the downtown beautification project.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve the 2013 Memorandum of Understanding retroactive to January 1 for the department heads.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve the 2013 Memorandum of Understanding retroactive to January 1 for the general manager.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to adjourn to the next regular meeting on June 20, 2013 at 5:00 P.M.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

Lori Maloney  
Sec'y

Resurrection Cemetery Commission Meeting  
 June 19, 2013  
 12:00 Noon  
 City Hall – Conference Room

MINUTES

The East Grand Forks Resurrection Cemetery Commission met Wednesday, June 19, 2013 at City Hall at 12:00 pm. Commissioner Tucker called the meeting to order at 12:00 p.m.

Present were: Chairman Dave Tucker, Commissioner George Wogaman, Commissioner Julie Marek, Alderman Chad Grassel and Executive Secretary Dave Aker.

Alderman Grassel made a motion to accept the minutes for November 28, 2013, motion was seconded by Commissioner Marek and motion passed.

Executive Secretary Aker reviewed the financial minutes for April and May 2013. Commissioner Wogaman motioned that we accept the financial minutes; Alderman Grassel seconded the motion and motion passed.

**OLD BUSINESS:**

Chairman Tucker brought up the handbook rules and prices, Alderman Grassel stated that the ground level markers on a single lot should be 3 feet 8 inches wide instead of 3 feet 10 inches wide. Commissioner Marek said that in Section 6: Markers, there is a repeat of the line, (each lot in the upright monument section is allowed one marker in accordance with the above specifications.) Chairman Tucker told Secretary Aker to check with Stennes Granite on etching the picture of a person on a marker and put in the handbook, will not be responsible for any receptacle not approved by the Cemetery Commission. Commissioner Wogaman made a motion to accept the handbook with these changes, second by Alderman Grassel motion carried.

Secretary Aker discussed the updated bills and there are two people that have gotten behind and they sent them certified letters.

Secretary Aker brought up the next three bids for a sprinkler system, vault doors and front entrance to the cemetery. The sprinkler system is \$2,660.00 and the Commission approved this bill last time. The bid on vault doors is \$1,420.00 Alderman Grassel motioned to approve the overhead door, seconded by Commissioner Wogaman motion carried. The last bid was for the front entrance of the cemetery for \$3,640.00, they are going to put landscape blocks from one end of the sign to the other. They are doing both sides of the road and planting flowers in them. The money is coming from the perpetual fund, Alderman Grassel made the motion to accept the bid Commissioner Wogaman seconded the motion; motion carried.

Chairman Tucker brought up the City Council had approved the new prices and they are in effect immediately.

**NEW BUSINESS:**

Chairman Tucker said that we should send a thank you to Wayne Gregoire for putting out the flags for Memorial Day. Secretary Aker said that he would take care of getting a card.

Secretary Aker asked the Commission if there is anything the Commission would like to see on the 2014 budget besides a front end loader and granite markers for the middle section of the cemetery. Chairman Tucker talked about buying another columbarium, he asked how many sites have been sold on the one we have. We would have to decide where to put it and new prices.

Next meeting should be August 28 at the cemetery to see all the changes done and what future changes can be decide. The next meeting inside will be November 20.

Commissioner Marek made a motion to adjourn the meeting; Commissioner Wogaman seconded it; Motion passed.

Meeting was adjourned!

# Request for Council Action

Date: 6/21/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: John Deere 5115M tractor

---

Consider approving the request to approve:

Purchase a 2012 John Deere 5115M tractor from True North Equipment, and declare surplus for trade our 1992 John Deere 2755 John Deere tractor. The trade allowance for our 1992 John Deere 2755 is \$13,500. The total cost for the John Deere 5115M tractor after trade, plus the addition of a 5 year machine warranty is \$48,271. This is a budgeted item in the 2013 General Fund.

Because the 2012 John Deere tractor from True North Equipment is used, it is difficult to provide a competitive quote for a tractor that is in that exact condition to use as a comparable. I have included an estimate from Frontier Ag and Turf for a 2011 John Deere 5115M, listed for \$59,000. I also included an estimate from Sigourney Tractor and Implement for a 2013 John Deere 5115M, listed for \$81,453.

Recommendation: Purchase 2012 John Deere 5115M tractor with 5 year warranty from True North Equipment. Declare surplus and trade our 1992 John Deere 2755 John Deere tractor.



Customer Purchase Order for  
John Deere Products (U.S. Only)

PO# 02264782  
PO Revision# Original

<b>CUSTOMER'S NAME - First Signer</b> (First, Middle Initial, Last) EAST GRAND FORKS STREET DEPT (SECOND LINE OF OWNER NAME)			<b>DATE OF ORDER</b> Jun 21, 2013	<b>COMPANY UNIT</b> 08	<b>DEALER ACCOUNT NO.</b> 081688
STREET OR RR 1001 2ND ST NE			<b>SOC. SEC.</b>		<b>IRS NO.</b>
TOWN EAST GRAND FORKS			<b>STATE</b> MN	<b>ZIP CODE</b> 56721	<b>EIN NO.</b>
<b>COUNTY</b> Polk			<b>PURCHASER ACCT.</b>	<b>PHONE NO.</b> 701-543-3441	<b>TRANSACTION TYPE</b> Cash Sale
<b>E-MAIL ADDRESS</b>			<b>PURCHASER SALES TAX EXEMPT</b>		
<b>CUSTOMER'S NAME - Second Signer</b>			<b>SELLER'S NAME &amp; ADDRESS</b> TRUE NORTH EQUIPMENT CO. 5101 GATEWAY DRIVE GRAND FORKS, ND, 58203 701-746-4436		
STREET OR RR			I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.		
TOWN			<b>Customer's Signature</b>		
<b>Use County</b> POLK			<b>Date Accepted</b>		

± **NOTICE:** Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/Dealer. Purchaser may deactivate Telematics at [www.idlink.com](http://www.idlink.com).

QTY	NEW	RENTAL	USED	Products & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1			X	2012 JOHN DEERE 5115M TRACTOR Stock # 34662	71	1LV5115MCCS442012	\$ 59,000 00	
				+ PowerGard Protection : New - Delayed Purchase Period, 5115M, Scraper Use:-N/A, 60 Total Months or 2000 Total Hours, Comprehensive, U.S., \$250 Deductible, Fri Jun 21 08:26:50 CDT 2013			\$ 2,771 00	
				- DECLINED :Tractor Optimization Plan B Tractor Optimization				
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							<b>TOTAL CASH PRICE</b>	\$ 61,771 00
QTY	DESCRIPTION OF TRADE-IN			Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT		
1	1992 JOHN DEERE 2755			4500	02755G744346	\$ 13,500 00		
<b>PURCHASER TYPE</b> 1 Commercial							<b>TOTAL TRADE-IN ALLOWANCE</b>	\$ 13,500 00
<b>MARKET USE</b> 87 Parks and Cemeteries							<b>1. TOTAL CASH-PRICE</b>	\$ 61,771 00
<b>COMMENTS:</b> May 16 <sup>th</sup> 2012 Delivery Date							<b>2. TOTAL TRADE-IN ALLOWANCE</b>	\$ 13,500 00
							<b>3. TOTAL TRADE-IN PAY-OFF</b>	\$ 0 00
							<b>4. BALANCE</b>	\$ 48,271 00
							<b>5.</b>	
							<b>6.</b>	
							<b>7.</b>	
							<b>8. SUB-TOTAL</b>	\$ 48,271 00
							<b>9. CASH WITH ORDER</b>	\$ 0 00
							<b>10. RENTAL APPLIED</b>	\$ 0 00
							<b>11. CASH DISCOUNT</b>	\$ 0 00
							<b>12. BALANCE DUE</b>	\$ 48,271 00

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere product(s) is printed as an attachment to this document. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

± Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); (iii) update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy). Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.**



Log In / Forgot Your Password?

[Home](#) | [Register](#) | [Contact Us](#)



[Email This](#)  
[Financial Calculator](#)  
[Add To Watch List](#)  
[Print This](#)

### 2011 JOHN DEERE 5115M



Equipment Specifications	
Year	2011
Manufacturer	JOHN DEERE
Model	5115M
Price	\$59,900 <input type="text" value="USD"/> <input type="button" value="v"/>
Location	Rosemount, Minnesota
Serial Number	626
Condition	Used
Stock Number	RT626
Hours	428
Horsepower	115
Drive	MFWD

**General Information**  
 IT4. MFWD, 540 PTO, 3 REAR SCV'S, 3 POINT., Transmission: Hydro, Loader: No, Mid Mount Mower: No,

**Detailed Description**  
 Cab Type: YES

Say you saw this 2011 JOHN DEERE 5115M On TractorHouse.com!

[Send Frontier Ag & Turf A Message](#)

Contact:

Frontier Ag & Turf  
Sales Department

Machine is located in:

Rosemount, Minnesota  
Phone: (651)423-2274



[Log In / Forgot Your Password?](#)

[Home](#) | [Register](#) | [Contact Us](#)



[Email This](#)  
[Financial Calculator](#)  
[Add To Watch List](#)  
[Print This](#)

## 2013 JOHN DEERE 5115M



Equipment Specifications	
Year	2013
Manufacturer	JOHN DEERE
Model	5115M
Price	\$81,453 <input type="text" value="USD"/> <input type="button" value="v"/>
Location	BLOOMFIELD, Iowa
Serial Number	1LV5115MKDS542092
Condition	New
Stock Number	15783
Horsepower	105
Drive	MFWD

**General Information**  
 2013 John Deere 5115M, 115 HP, MFWD, Instructional seat, Electronic hitch, Cold weather package.

**Detailed Description**  
 Cornerpost exhaust  
 Comes with H310 Loader, Not pictured., Transmission: IVT, PTO: 540/1000, Tire Width: Wide, 2 scv wwith lever controls; Horizontal side exhaust ; 18.4R30 R1 Rear tires; 14.9-24 Rear Tires, Cab Type: YES  
 Forward Speed: 32, Reverse Speed: 16, Wheel: Tires, Front Tire: Singles, Rear Tire: Singles, Cab, Air, Radio, Transmission: IVT, Quick Hitch, Three Point Hitch, PTO: 540/1000, Warranty

[Say you saw this New 2013 JOHN DEERE 5115M On TractorHouse.com!](#)

Contact:  
 Sigourney Tractor & Implement  
 Mike Burton  
 Machine is located in:  
 BLOOMFIELD, Iowa  
 Phone: (641)664-3500

[Share This Listing](#)

# Request for Council Action

**Date:** June 25, 2013  
**To:** East Grand Forks City Council and Mayor Lynn Stauss  
**From:** Nancy Ellis, City Planner  
**RE:** Approval of RFB (Request For Bids)

---

## **RECOMMENDATION:**

Staff recommends approval of the Request for Bids and allow the Community Development Office to advertise after the July 2<sup>nd</sup> Council Meeting.

## **GENERAL INFORMATION:**

The Community Development Office was asked by the past City Administer to review the current cleaning contract and visit with other Departments regarding the cleaning of their facilities. After review and discussion, both Police and Public Works were interested in joining City Hall and look for bids to clean all three buildings: City Hall, the Police Building and the Public Works Building.

Therefore, I have prepared a RFB or Request for Bids. The RFB outlines the cleaning duties of each building, when and what days to be cleaned, supplies and needs, and the requirements of the cleaning contract. It is our hope that we will receive a number of requests and can both consolidate and possibly reduce our cleaning costs.

# Request for Bids for Cleaning Services



City of East Grand Forks MN  
600 DeMers Avenue  
East Grand Forks, MN 56721

## Introduction

The City of East Grand Forks is soliciting bids for a one (1) year contract for cleaning services for three of our City buildings. The cleaning service contract is under the management of the City Council.

Bidders are required to submit written proposals that present the Bidder's qualifications and understanding of the work to be performed. The Bidder's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the Specifications listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **Awarded bidders must complete a background check of all employees working under this contract and they must pass the check to clean the police building.**

The bids must be submitted no later than noon on August 7, 2013, directly to the City Hall at the following address:

City of East Grand Forks  
Attn: Request for Bids for Cleaning Services  
600 DeMers Avenue  
East Grand Forks, MN 56721

## General Instructions for Bid

- a) **Bid Content** - A completed bid must contain the following:
- **Bid Form & Signature Page** – the bid form and signature page must be completed and signed by an individual authorized to bind the bidder. All bids submitted without such bid form and signature page may be deemed non-responsive.
  - **References** – Bidders shall include a list of two (2) references including name, address, phone number and contact person. It is preferred that references are those of Minnesota contacts. The City reserves the right to contact references other than, and/or in addition to, those furnished by a bidder.
- b) **Bid Period** – Proposal prices are to be firm for ninety (90) days
- c) **Bid Award** - It is the intent of the City to accept the lowest responsible bid, provided it has been submitted in accordance with the bid documents. The City reserves the right to accept or reject any or all bids and to waive irregularities therein. Bids will be opened publicly at the August 13, 2013 City Council work session meeting and awarded at the August 20, 2013 City Council regular meeting.
- d) **Term and Renewal** – The term of the Contract shall be from October 1, 2013 to September 30, 2014 unless earlier terminated. The Contract may be terminated by either party with a ninety (90) day written notice. The Contract may be terminated by either party with or without cause in less than ninety (90) days by mutual agreement or in the event of substantial failure to perform in accordance with the terms set forth in the Contract.

- e) **Basis of Payment** – Payment will be made to the contractor within 30 days upon receiving the contractor’s monthly invoice and after approval by the City Council. The invoice shall state the date the service was performed and amount for each building. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

### **Specifications**

The specifications outline the requirements for cleaning services for three (3) City of East Grand Forks buildings. A list of each building, the address and approximate square footage is outlined to assist you in your quote.

A walkthrough can be scheduled by appointment to view the buildings beforehand.

### **Building List**

- City Hall – 600 DeMers Avenue  
2 floors – 28,045 sq. ft. includes entryways, hallways and main rotunda, Council chambers, training room and break room in south wing, bathrooms, stairs, and offices in east and west wings
- Police Building – 520 DeMers Avenue  
1 floor – 11,700 sq. ft. includes offices, meeting rooms, entry area, break area and bathrooms
- Public Works Building – 1001 2<sup>nd</sup> Street NE  
2 floors – 2,624 sq. ft. includes entryway, breakroom, and offices (does not include shop area)

### **Responsibilities of the Contractor**

The following cleaning instructions are outlined by building, cleaning location within the building and a cleaning schedule

## City Hall

### DUTIES TO INCLUDE THE FOLLOWING:

- Vacuuming:
  - All halls, offices, training room, Council Chambers and stairs shall be vacuumed each time building is cleaned
- Tile Floors:
  - Verify tile floors are clean by dust mopping or damp mopping each time building is cleaned
- Garbage and Recycle:
  - Empty all garbage and replace liners in cans each time building is cleaned. Clean garbage cans inside and out as necessary.
  - Remove all recycling from offices and place in main receptacle each time building is cleaned. Move main receptacles to exterior (dock area) for pick up. (Pick up is each Wednesday)
- Dusting:
  - Clean and dust all handrails/banisters on all stairways one time every two weeks.
  - Dust all ledges, window ledges, shelving, countertops and desks in one department each time building is cleaned. Offices/Dept will be on a rotating schedule as provided by the City.
  - Dust ledges, pictures, and desks in the Council Chambers one every two weeks (2<sup>nd</sup> and 4<sup>th</sup> weeks of the month)
- Glass and doors:
  - Clean and wash all glass to include entrance doors and elevator doors each time building is cleaned
- Bathrooms:
  - Sanitize sinks, counters, faucets, toilets and urinals each time building is cleaned.
  - Check all paper and replenish if needed each time building is cleaned.
  - Check and replenish if needed all soap dispensers each time building is cleaned.
  - Sanitize all stalls and stall doors, walls and floors as needed each time building is cleaned. Floors must be cleaned at least once every two weeks.
  - Clean and wash all mirrors each time building is cleaned.
  - Empty garbage and other receptacles each time building is cleaned.

- Terazzo floor in rotunda:
  - Wash floor in rotunda and burnish as needed with a minimum of two (2) times per month.
- Carpet stains/cleaning:
  - Small carpet stains will be extracted when needed each time building is cleaned. Notification of stain location will be given to cleaning service before they begin cleaning.
- General:
  - Periodic carpet extractions/cleaning of entire building will be done under separate agreement.
  - Light maintenance duties shall be done as agreed upon.

**All duties as outlined here to be performed two (2) times per week unless otherwise specified herein.**

## **POLICE DEPARTMENT**

### **DUTIES TO INCLUDE THE FOLLOWING:**

- **Vacuuming:**
  - All carpeted areas shall be vacuumed each time building is cleaned
- **Tile Floors:**
  - Verify all tile floors (including entrance areas) are clean by dust mopping and damp/wet mopping each time building is cleaned
  - Tile floors should be stripped and waxed twice a year
- **Garbage and Recycle:**
  - Empty all garbage each time building is cleaned and replace liners in cans as needed. Clean garbage cans inside and out as necessary.
- **Remove all recycling from offices and place in main receptacle each time building is cleaned.**
- **Glass and doors:**
  - Clean and wash glass entrance doors each time building is cleaned. Clean other glass in the entryway/lobby as needed
  - Disinfect all doors and door handles each time building is cleaned
- **Bathrooms:**
  - Sanitize sinks, counters, faucets, toilets and urinals each time building is cleaned.
  - Check all paper and replenish if needed each time building is cleaned.
  - Check and replenish if needed all soap dispensers each time building is cleaned.
  - Sanitize all stalls and stall doors, walls and floors as needed each time building is cleaned.
  - Clean and wash all mirrors each time building is cleaned.
  - Empty garbage and other receptacles each time building is cleaned.
- **Carpet stains/cleaning:**
  - Small carpet stains will be extracted when needed each time building is cleaned. Notification of stain location will be given to cleaning service before they begin cleaning.
- **Jail Cells (and Juvenile Holding Cells):**
  - Clean and disinfect jail cells (including toilets and sinks) at least once per week or as needed
  - Restock toilet paper as needed
- **Garage Bays:**
  - Sweep out all garage bays at least once per week or as needed

- Booking Room:
  - Clean and disinfect the sink, counter tops and table at least once per week
- Lab:
  - Clean and disinfect countertops and sink
- Kitchen/Break Area:
  - Clean all countertops, tables, stove top, sinks each time building is cleaned and fronts of cabinets as needed
- Janitor's Room:
  - Clean and maintain the janitor's room as needed
- General:
  - Periodic carpet extractions/cleaning of entire building will be done under separate agreement.
  - Light maintenance duties shall be done as agreed upon.

**All duties as outlined here to be performed three (3) times per week (ideally Monday, Wednesday and Friday evenings) unless otherwise specified herein.**

### **Equipment and Cleaning Chemicals**

The East Grand Forks Police Department will supply all cleaning equipment, chemicals, trash bags, paper towels, hand soaps and toilet paper. Restocking/ordering of cleaning equipment, supplies and chemicals will be coordinated with Police Department staff.

### **Damage**

The contractor shall report to Police Department Staff any damaged facilities and/or broken items that need to be replaced so as not to be held accountable weekly.

### **Cleaning Schedule**

The contractor must provide a cleaning schedule with their quote. The schedule will be reviewed by the Police Department for approval. This schedule is allowed to be flexible due to the Police Department building being staffed 24/7.

## Public Works Building

### DUTIES TO INCLUDE THE FOLLOWING:

- Tile Floors:
  - Verify tile and concrete floors are clean by damp mopping each time building is cleaned. Must remove rugs when damp mopping to clean underneath.
  - Shake or vacuum rugs as needed.
- Garbage and Recycle:
  - Empty all garbage and replace liners in cans each time building is cleaned. Clean garbage cans inside and out as necessary.
  - Remove all recycling from offices and place in main receptacle each time building is cleaned.
- Dusting:
  - Clean and dust all handrails/banisters on all stairways one time every two weeks.
  - Dust all ledges, window ledges, shelving, countertops and desks in one department each time building is cleaned.
- Glass and doors:
  - Clean and wash all glass to include entrance doors as needed.
- Bathrooms and Kitchen/Breakroom:
  - Sanitize sinks, counters, faucets, toilets and urinals each time building is cleaned.
  - Check all paper and replenish if needed each time building is cleaned.
  - Check and replenish if needed all soap dispensers each time building is cleaned.
  - Sanitize all stalls and stall doors, walls and floors as needed each time building is cleaned. Floors should be cleaned at least once every week.
  - Clean and wash all mirrors each time building is cleaned.
  - Empty garbage and other receptacles each time building is cleaned.

**All duties as outlined here to be performed two (2) times per week unless otherwise specified herein.**

### **Equipment and Cleaning Chemicals**

The City of East Grand Forks will supply all cleaning equipment, chemicals, trash bags, paper towels, hand soaps and toilet paper. Restocking of cleaning equipment and chemicals will be coordinated with the Community Development Department.

### **Damage**

The contractor shall report to the Community Development Department any damaged facilities and/or broken items that need to be replaced so as not to be held accountable weekly.

### **Cleaning Schedule**

The contractor must provide a cleaning schedule with their quote. The schedule will be reviewed by the Community Development Department for approval. This schedule is allowed to be flexible due to the frequent use of City facilities.

City Council meetings are held in the Council chambers on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month at 5:00pm and the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month in the Training room at 5:00pm.

Services are not required, but the contractor may perform them, on the following City observed holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day or New Years Day. If the holiday falls on a Saturday the holiday is observed on the Friday before and if the holiday falls on a Sunday the holiday is observed on the Monday after. **The Police Department does not close on Holidays. Therefore, cleaning services must work with Police to determine scheduling during holidays or days off.**

**Bid Instructions**  
**Request for Bids for Cleaning Services**

1. Based on the requirements and provider qualifications please provide two (2) copies of the bid to the City of East Grand Forks.
2. Complete Bid Form and Signature Page
3. Complete Worker's Compensation Certificate
4. Complete Independent Contractor Statement
5. Complete Reference Form

Bidder shall include items 1-5 in a sealed envelope. All bids should be clearly labeled on the outside of the envelope: **Request for Bids for Cleaning Services**

Bids should be mailed or delivered to:

City of East Grand Forks  
Attn: Request for Bids for Cleaning Services  
600 DeMers Avenue  
East Grand Forks, MN 56721

Bids must be received no later than noon on August 7, 2013

**Bid Form**  
**Request for Bids for Cleaning Services**

The undersigned hereby submits the following bid for the monthly cost of cleaning services for the City of East Grand Forks buildings:

**City Hall** \$ \_\_\_\_\_

**Public Works Building** \$ \_\_\_\_\_

**Police Building** \$ \_\_\_\_\_

**Signature Page**  
**Request for Bids for Cleaning Services**

By: Name and Title (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Bidder Address \_\_\_\_\_

\_\_\_\_\_

Contact (please print) \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**Worker's Compensation Certification**

I hereby certify that effective the date of my Contract with the City of East Grand Forks and at all times in the performance of such Contract that:

- I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

---

Company Name

---

Agent's Name, Address and Telephone Number

---

Policy Number and Effective Date

OR

- I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of East Grand Forks.

---

Date

---

Signature of Contractor

### Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under the Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

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

**References**  
**Request for Bids for Cleaning Services**

Please list two (2) references. It is preferred that those references are contacts within the State of Minnesota. The City reserves the right to contact references other than, and/or in addition to, those being furnished below.

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PUBLIC NOTICE**

The City of East Grand Forks Minnesota is seeking bids from qualified individuals to secure a one-year contract for cleaning services for three City buildings.

Copies of the Bidding Forms are available at City Hall, 600 DeMers Avenue, East Grand Forks, MN 56721, via e-mail: [nellis@egf.mn](mailto:nellis@egf.mn) or via the city website: [www.egf.mn](http://www.egf.mn).

Bids must be submitted to the City Administration Office at 2<sup>nd</sup> floor, 600 DeMers Avenue, East Grand Forks, MN 56721 no later than noon, Wednesday August 7, 2013. Proposals must be clearly identified as "BIDS FOR CLEANING SERVICES" and show the name and address of the submitting individual. Late bids will not be considered.

The City Council reserves the right to reject any and all bids.

City of East Grand Forks  
Nancy Ellis  
Community Development

Posted:  
Publish:

# Request for Council Action

**Date:** May 14, 2013  
**To:** East Grand Forks City Council and Mayor Lynn Stauss  
**From:** Nancy Ellis, Planner – EGF Transit  
**RE:** Approval of Transit Title VI Plan

---

## **RECOMMENDATION:**

Staff recommends approval of the proposed Title VI Plan. This plan has to be reapproved by council for East Grand Forks only, a requirement of the federal government. Nothing in the plan itself has changed.

## **BACKGROUND:**

In accordance with Title VI of the Civil Rights Act of 1964, recipients of federal financial assistance must not discriminate in the level and quality of transportation services and transit-related benefits on the basis of race, color, or national origin. Special emphasis is placed on persons with Limited English Proficiency (LEP), as different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination. Cities Area Transit (CAT) is required to submit a Title VI and LEP Plan to the Federal Transit Administration (FTA) every three years. Staff recommends approval of the 2013 Update of the CAT Title VI & LEP Plan, subject to FTA review and approval.

## **ANALYSIS & FINDINGS OF FACT:**

Recipients of FTA funding must include the following in their Title VI Plan:

### **1. Title VI notice to the public and list of locations where the notice is posted**

CAT posts a notice that indicates compliance with Title VI and informs the public of their protections against discrimination at the City Bus Garage, Metro Transit Center, Grand Forks City Hall, UND Memorial Union, East Grand Forks City Hall, Northland Community & Technical College, and on-board all transit vehicles. The notice instructs persons who believe they have been discriminated against to contact CAT or the FTA. The notice also instructs persons needing language assistance to contact CAT.

### **2. Notice to the public regarding Title VI discrimination complaint procedures**

CAT provides instructions on how to file a Title VI discrimination complaint on its website. CAT provides a Title VI complaint form, which must be filed within 180 calendar days of the alleged occurrence. Complainants may also file Title VI complaints with the FTA.

**3. List of any public transportation-related Title VI investigations, complaints, or lawsuits**

CAT has not had any transportation-related Title VI investigations, complaints, or lawsuits filed since the last plan submission.

**4. Public participation plan and outreach efforts**

Since the last plan update, CAT has hired a Mobility Manager to perform outreach activities for public transit users, including monthly bus familiarization trainings for new Americans. CAT has also entered in to a Memorandum of Understanding with the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) to follow the MPO's Public Participation Plan for transit fare and service changes.

**5. Limited English Proficiency Plan**

According to the U.S. Census Bureau, about 2.2% of the total population (1,279 persons) in Grand Forks, ND and East Grand Forks, MN are considered limited English proficient (LEP). This is a 29% increase from 989 LEP persons in 2010.

CAT assesses the frequency with which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. Contact with LEP persons has increased in recent years as many new Americans are utilizing CAT's public transportation services.

The Grand Forks community resettles about 90 refugees per year, most of whom speak Nepalese or Somali. CAT's public transportation services are very important to the new American community, as they rely heavily on public transit during their first year in the community. Through New American Services and Global Friends Coalition representatives who serve on the Human Services Coordinated Transportation Committee, CAT has learned a great deal about the importance of reliable transportation to and from English language classes for new Americans.

New American Services and other groups, such as Global Friends Coalition, provide bus skills training and teach new Americans how to purchase a bus pass, pay their fare, request a transfer on-board a CAT bus, etc. CAT's Mobility Manager also provides bus familiarization training once per month with the help of New American Services interpreters. The training goes over how to follow the bus map and schedule, hours of operation, fare payment, and more. This is also an opportunity to addresses issues that drivers encounter with LEP persons on the bus, such as understanding the rules for fare payment and the bike and bus program.

CAT continues to work closely with New American Services and Global Friends Coalition to assist LEP persons. Additional outreach measures that CAT is considering for the future include translation of vital documents and on-vehicle announcements in to Nepalese and/or Somali and partnering with the University of North Dakota Multicultural Student Services and Northland Community & Technical College to provide bus familiarization training.

**SUPPORTING MATERIALS:**

- Cities Area Transit Title VI Plan (2013 Update)

**CITY OF EAST GRAND FORKS  
TITLE VI PLAN**

**East Grand Forks, MN**

**Submitted to  
Federal Transit Administration Region 8  
12300 West Dakota Avenue – Suite 310  
Lakewood, CO 80228-2583**

**2013**

## **RECIPIENT INFORMATION**

**RECIPIENT:** City of East Grand Forks, MN

**SUBMITTAL DATE:** **INSERT DATE**

**EXPIRATION YEAR:** 2016

### **CONTACT INFORMATION:**

Nancy Ellis  
600 Demers Ave  
East Grand Forks, MN 56721  
Phone: 218-773-0124  
Email: nellis@egf.mn

## TABLE OF CONTENTS

<u>CHAPTER</u>		<u>PAGE</u>
I	PROVISION OF TITLE VI ASSURANCES	4
II	TITLE VI COMPLIANCE HISTORY	5
III	INCORPORATION OF THE PROGRAM	6
IV	GENERAL GUIDELINES/REQUIREMENTS	8
	a. Annual Certification and Assurance	8
	b. Complaint Procedures	8
	c. Record Title VI Activities	8
	d. Access for LEP Persons	8
	e. Public Notification	8
	f. Additional Information	8
	g. Timely Submission	8
	h. Environmental Analysis of Construction Projects	9
	i. Public Participation	9
	APPENDIX A – Title VI Clause Re: All Contracts Subject To Title VI	11
	APPENDIX B – Title VI Clause Re: Real Property Transactions	12
	APPENDIX C – Title VI Clause Re: Federally Funded Real Property Transactions/Improvements	13
	APPENDIX D – Public Notice of Rights / Complaint Process	15
	APPENDIX E – System-Wide Service Standards and Policies	23
	APPENDIX F – CAT Limited English Proficiency (LEP) Plan	27

**I. PROVISION OF TITLE VI ASSURANCES**

The City of East Grand Forks hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended:

- a. The City of East Grand Forks, MN, shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. The City of East Grand Forks will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1A and in compliance with the Department of Transportation's Title VI Regulation, 49 CFR, Part 21.7.
- d. The City of East Grand Forks will make it known to the public that those persons or person alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this Assurance on behalf of the grant applicant or recipient.

\_\_\_\_\_ Date \_\_\_\_\_  
(NAME AND TITLE OF AUTHORIZED OFFICER)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

\_\_\_\_\_ Date \_\_\_\_\_  
(NAME AND TITLE OF AUTHORIZED OFFICER)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

## II. TITLE VI COMPLIANCE HISTORY

- a. There are no outstanding lawsuits or complaints naming the City of East Grand Forks which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to the City of East Grand Forks, other than that being supplied by the Federal Transit Administration (FTA). Currently the City of East Grand Forks is applying for Section 5307 & 5309 funding through the FTA.
- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City of East Grand Forks and to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the City of East Grand Forks.
- d. There are currently no pending construction projects which would negatively impact minority communities being performed by the City of East Grand Forks.

### III. INCORPORATION OF THE PROGRAM

The City of East Grand Forks (hereinafter referred to as "Recipient") hereby agrees that, as part of the intergovernmental agreement, as a condition to receive Federal financial assistance from the Department of Transportation, will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations"), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration (FTA), and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration (FTA) program:

- a. The Recipient agrees that each "program" and each "facility", as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. The Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all FTA programs and in adapted form in all proposals or negotiated agreements:

**CAT, in accordance with Title VI of the Civil Rights Act of 1964, 8 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.**

- c. The Recipient shall insert the clauses contained herein as APPENDIX A in every contract subject to this Act and the Regulations.
- d. The Recipient shall insert the clauses contained herein as APPENDIX B, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. Where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. Where the Recipient receives Federal financial assistance in the form, or the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. The Recipient shall include the appropriate clauses contained herein as APPENDIX C, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the

subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under FTA programs.

- h. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

These assurances are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Department of Transportation under the FTA and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the FTA programs.

The person or persons, whose signature appears below, are authorized to sign these assurances on behalf of the grant applicant or recipient.

\_\_\_\_\_ Date \_\_\_\_\_  
(NAME AND TITLE OF AUTHORIZED OFFICER)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

\_\_\_\_\_ Date \_\_\_\_\_  
(NAME AND TITLE OF AUTHORIZED OFFICER)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

#### IV. GENERAL GUIDELINES/REQUIREMENTS

a. Annual Certification and Assurance

As stated, the City of East Grand Forks shall submit its Title VI assurance as part of its annual Certification and Assurance submission to the FTA.

b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), the City of East Grand Forks has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public on the City of East Grand Forks website. The City of East Grand Forks' complaint procedures and complaint forms are contained herein as APPENDIX D.

c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), the City of East Grand Forks shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming the City of East Grand Forks that allege discrimination on the basis of race, color or national origin. Such list shall include:

- 1) Date of the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by the City of East Grand Forks in response to the investigation, lawsuit or complaint.

d. System-Wide Service Standards and Policies

The City of East Grand Forks shall take steps to ensure that no person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service furnished as part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations service different routes, and location of routes may not be determined on the basis of race, color, or national origin. The City of East Grand Forks' System-Wide Service Standards and Policy are contained herein as Appendix E.

e. Access for LEP Persons

The City of East Grand Forks shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). The City of East Grand Forks will assist persons with limited English proficiency to foster participation in the transportation planning process. The City of East Grand Forks staff will make every effort to provide translators and document translation, where feasible, upon request. The City of East Grand Forks' Limited English Proficiency (LEP) Plan is contained herein as APPENDIX F.

f. Public Notification

In compliance with 49 CFT Section 21.g(d), The City of East Grand Forks shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by the Title VI. The City of East Grand Forks' complaint procedures and public notification information are contained herein as APPENDIX D.

g. Additional Information

The City of East Grand Forks acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1A, may be requested in writing of the City of East

Grand Forks, to investigate complaints of discrimination or to resolve concerns about possible non-compliance with Title VI.

h. Timely Submission

The City of East Grand Forks acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement of activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) The City of East Grand Forks' process for assisting persons with LEP;
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
- 5) A copy of the City of East Grand Forks' public notice regarding Title VI compliance and public access and instructions related to its Title VI complaint procedures.

Portions of the Plan which have not changed since the last submission will not be resubmitted, however, the City of East Grand Forks shall include a statement to this effect in lieu of copies of the original documents in order to eliminate redundancy in resubmissions.

i. Environmental Analysis of Construction Projects

The City of East Grand Forks shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which require NEPA. If a Categorical Exclusion (CE) is performed, The City of East Grand Forks shall complete the FTA's standard CE check list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the City of East Grand Forks shall incorporate into their documents the following:

- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would impact the identified minority and low-income population;
- 3) A discussion of all positive effects that would impact the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community impacts such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that impact predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, The City of East Grand Forks shall describe why this is so.

j. Public Participation

The City of East Grand Forks shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in

regards to proposed transportation decisions. The City of East Grand Forks shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementation of community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communications, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding the City of East Grand Forks' responsibilities to LEP persons.

\_\_\_\_\_  
(NAME AND TITLE OF AUTHORIZED OFFICER) Date \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

\_\_\_\_\_  
(NAME AND TITLE OF AUTHORIZED OFFICER) Date \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

**APPENDIX A – TITLE VI PLAN**  
**(To be inserted into every contract subject to Title VI)**  
The City of East Grand Forks is herein referred to as “City”

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Non-discrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CAT or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to CAT or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Non-compliance: In the event of the contractor’s non-compliance with non-discrimination provisions of this contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination, or suspension of the contract, in whole or in part
- 6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B – TITLE VI PLAN**  
**(To be inserted into every contract subject to Title VI)**  
Cities Area Transit is herein referred to as “CAT”

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

Now, therefore, the DOT, as authorized by Law, and upon the condition that CAT will accept title to the Lands and maintain the project constructed thereon, in accordance with the State of North Dakota, The Regulations for the Administration of program and policies and procedures prescribed by the Federal Transit Administration of the DOT and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto CAT all the right, title and interest of the DOT in and to said lands described in Exhibit “A” attached hereto and made a part hereof.

(HABENOUUM CLAUSE)

To have and to hold said lands and interests therein unto the City and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City, its successors and assigns.

The City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby [,] [and]\* (2) that CAT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned non-discrimination conditions the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Cities Area Transit  
Title VI Submission to the FTA

**APPENDIX C – TITLE VI PLAN**

**(To be inserted into federally funded real property transactions or improvements)**

The City of East Grand Forks is herein referred to as “City”

The following clauses shall be included in any and all deeds licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee Lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said (licenses, lease, permit, etc.) to re-enter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of a breach of any of the above non-discrimination covenants the City shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assignees.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add “as a covenant running with the land”) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied, the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 211, Non-discrimination in Federally –Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

**APPENDIX C – TITLE VI PLAN (continued)**

**(To be inserted into federally funded real property transactions or improvements)**

(Include in licenses, leases, permits, etc.)\*

That in the event of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities as thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of a breach of any of the above non-discrimination covenants, the City shall have the right to re-enter the said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assignees.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## **APPENDIX D**

### **TITLE VI PUBLIC NOTICE OF RIGHTS/COMPLAINT PROCESS City of East Grand Forks**

#### **Public Notice of Rights**

The notice below is posted on the City of East Grand Forks website, on-board all transit vehicles, and at the following locations:

Northland Community College – 2022 Central Ave NE, East Grand Forks, MN 56721  
Grand Forks City Hall – 255 N 4<sup>th</sup> St, Grand Forks, ND 58201  
East Grand Forks City Hall – 600 Demers Ave, East Grand Forks, MN 56721

#### **Notice: Your Protections under Title VI of the Civil Rights Act of 1964**

Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI Civil Rights Act or the provisions of the Americans with Disabilities Act may by him/herself or by a representative file a written complaint with the City of East Grand Forks and/or the Federal Transit Administration. All complaints will be promptly investigated.

To request additional information on the City of East Grand Forks' non-discrimination obligations or the Americans with Disabilities Act, contact:

Nancy Ellis  
Attn: Title VI  
600 Demers Ave  
East Grand Forks, MN 56721

Information in languages other than English will be provided as needed and will be consistent with the Department of Transportation's Limited English Proficiency (LEP) Guidance. Additionally, alternative formats (i.e. large print, Braille, audio or video recordings of the use policies and procedures) are available upon request. For Federal Title VI information, please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at [www.fta.dot.gov](http://www.fta.dot.gov).

#### **Complaint Procedures**

The following complaint procedures are made available on the City of East Grand Forks' website:

Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint. The City of East Grand Forks' complaint procedures are described below. However, these procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the City of East Grand Forks may be utilized for resolution.

The following measures will be taken to resolve Title VI complaints:

A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address and telephone number, name of the alleged discriminating official(s), basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

Cities Area Transit  
Title VI Submission to the FTA

The City of East Grand Forks strongly encourages the use of the attached Title VI Complaint Form when filing official complaints. The preferred method is to file your complaint in writing using the Title VI Complaint Form and send it to:

Nancy Ellis  
Attn: Title VI  
600 Demers Ave  
East Grand Forks, MN 56721

In the case where a complainant is unable or unwilling to provide a written statement, a verbal complaint of discrimination may be made to the City of East Grand Forks Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the Title VI Coordinator will assist the complainant in converting the verbal allegations to writing.

When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the complainant within ten (10) calendar days by registered mail.

If a complaint is deemed incomplete, additional information will be requested, and the complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

Within 15 calendar days from receipt of a complete complaint, the City of Grand Forks will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the Title VI Coordinator or his/her authorized designee will notify the complainant and respondent by registered mail regarding the disposition.

If the decision is made not to investigate the complaint, the notification shall specifically state the reason for such decision.

If the complaint is to be investigated, the notification shall state the grounds of the City of East Grand Forks' jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

When the City of East Grand Forks does not have sufficient jurisdiction, the Title VI Coordinator or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

If the complaint has investigative merit, the Title VI Coordinator or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Title VI Coordinator within six (6) calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.

The Title VI Coordinator or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.

If the Complainant is dissatisfied with the City's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration  
Region 8  
Attn: Civil Rights Officer  
12300 West Dakota Avenue  
Suite 310  
Lakewood, CO 80228

Cities Area Transit  
Title VI Submission to the FTA

720-963-3300  
Fax: 720-963-3333

FTA Complaint procedures can be found on the FTA web site at: [www.fl.dot.gov](http://www.fl.dot.gov). These procedures are also outlined in FTA Circular 4701.1A, Chapter IX.

APPENDIX D (continued)

TITLE VI PUBLIC NOTICE OF RIGHTS/COMPLAINT PROCESS  
CITY OF EAST GRAND FORKS

# Title VI Complaint Form

**Complaint Form**

Any person who believes himself/herself or any specific class of persons to be subjected to discrimination prohibited by Title VI may by himself/herself or by a representative file a written complaint either with the City of East Grand Forks or the Federal Transit Administration (FTA). A complaint must be filed no later than 180 calendar days after the date of the alleged discrimination, unless the time for filing is extended by FTA.

Instructions: If you would like to submit a Title VI complaint to the City of East Grand Forks, please fill out the form below and send it to: Nancy Ellis, Attn: Title VI, 600 Demers Ave, East Grand Forks, MN 56721. For questions or a full copy of the City's Title VI policy and complaint procedures, call 218-773-0124.

1. Name (Complainant):	
2. Phone:	3. Home address (street, city, state, zip)
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:
7. Discrimination because of: Race National origin Color Other Please specify:	

**Title VI Complaint Form (continued)**

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.
--

Cities Area Transit  
Title VI Submission to the FTA



**Title VI Complaint Form (continued)**

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?     Yes     No

If yes, check all that apply:

Federal agency     Federal court     State court

Local agency     State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court \_\_\_\_\_

Contact Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

**I understand that this statement of complaint will be submitted to the Public Transportation Office and will be routed to the Superintendent's office. The complaint may be the basis for review and/or investigation. Further, I sincerely and truly declare and affirm that the facts contained herein are complete, accurate, and true to the best of my knowledge and belief. Further, I declare and affirm that my statement has been made by me voluntarily without persuasion, coercion, or promise of any kind.**

Signature (Complainant):

Date of filing:

**CITY OF EAST GRAND FORKS, MN  
TITLE VI / LEP  
COMPLAINT LOG**

**January 1, 2010 to December 31, 2010 – NONE**

**January 1, 2011 to December 31, 2011 - NONE**

**January 1, 2012 to date - NONE**

**2013**



## APPENDIX E

### **SYSTEM-WIDE SERVICE STANDARDS AND POLICIES**

The East Grand Forks City Council is the policy-making body for the public transportation service. The City Council consists of six publically elected members to represent citizens in their respective wards. Currently, there is no minority representation on the City Council.

In accordance with Title VI of the Civil Rights Act of 1964, the City of East Grand Forks routes and schedules its fixed route service in order to serve the most potential transit riders without regard to race, color, or national origin. Standards for Vehicle Load, Vehicle Assignment, Vehicle Headway, Service Availability and Distribution of Transit Amenities are described below.

#### **Vehicle Load & Vehicle Assignment**

The City of East Grand Forks contracts with Cities Area Transit (CAT) to operate one vehicle for its fixed route public transportation service. The vehicle operates on Routes 10 and 11 with a vehicle load of less than 1. Below is a breakdown of the vehicle seating capacity and route assignment.

Route	Vehicle Type	Seating with Wheelchairs	Seating Without Wheelchairs	Standing Room	2012 Annual Ridership	2012 Operating Hours	Passengers Per Hour
10/11	Chevrolet Arboc	2	18	20	37758	3374	11.19

#### **Vehicle Headway**

Currently, Route 10 operates on a combination of 30-minute and 60-minute headways. Route 11 operates less frequently, and has headways of up to 120-minutes. See below.

	30-minute	60-minute	90-minute	120-minute
Route 10	6	6	0	0
Route 11	0	2	1	2

#### **On-Time Performance**

The City of East Grand Forks' fixed-route vehicle is considered "on time" within 0-5 minutes of the scheduled time at a given stop. Arrival beyond five minutes of the scheduled time is considered "late." The fixed route service achieves On-Time Performance when 95 percent of all scheduled stops are served within the "on-time" window.

#### **Service Availability**

Fixed route bus service is available to the vast majority of the East Grand Forks service area within a ¼ mile walking distance. Figure 1 shows the CAT bus routes and population density at the block level. As development occurs on the fringe of the service area, the City will adjust its route in order to serve new areas with the potential for transit ridership.

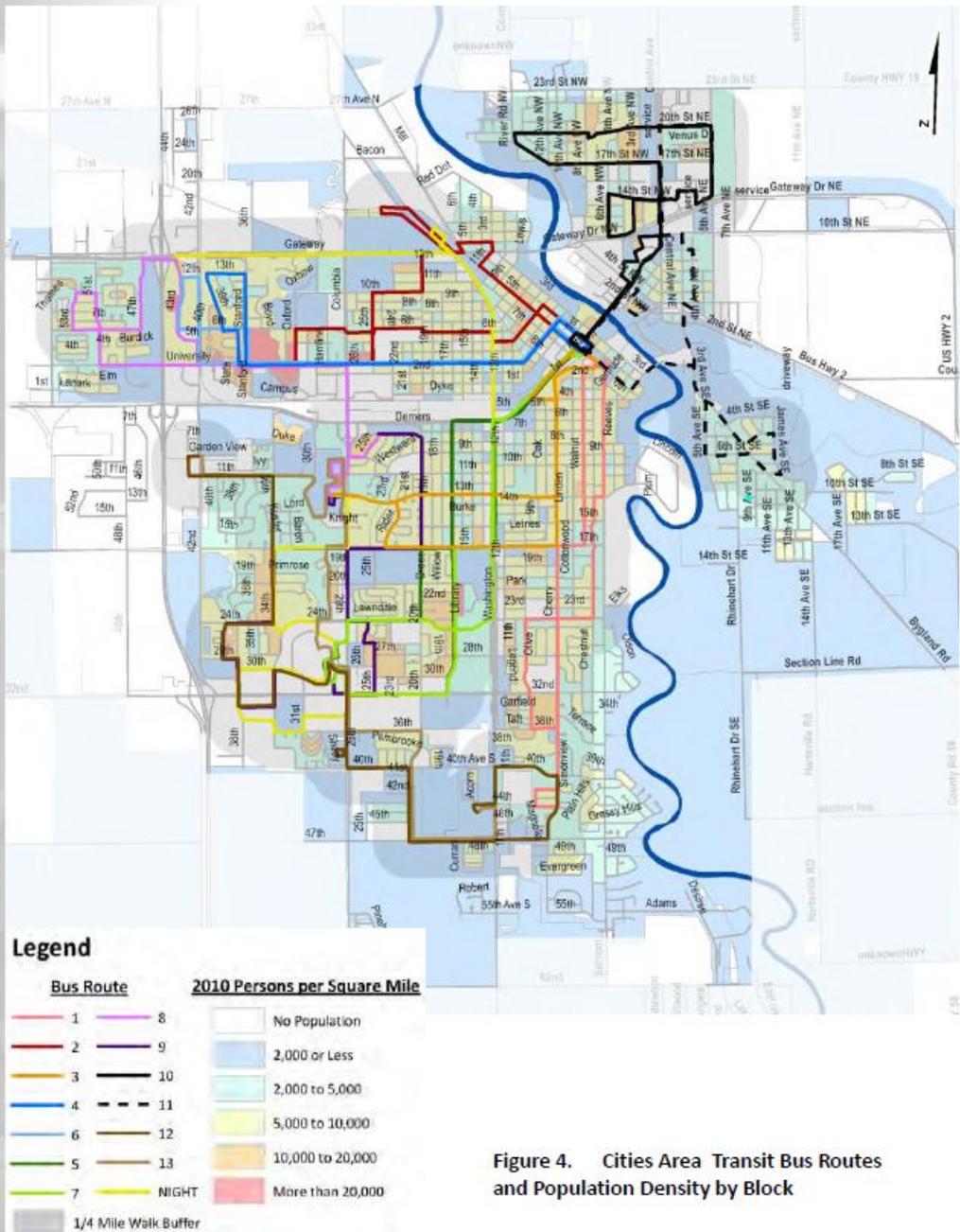


Figure 4. Cities Area Transit Bus Routes and Population Density by Block

Figure 1

**Distribution of Transit Amenities**

Items of comfort, convenience, and safety that are available to the general riding public are distributed equitably across the system. As funding is available, the City of East Grand Forks places bus shelters at high-traffic stops and transfer points along each route. The City monitors on and off counts at stop locations across the system and distributes transit amenities accordingly.

**City of East Grand Forks  
Limited English Proficiency (LEP) Plan  
APPENDIX F**

**EAST GRAND FORKS, MN**

**Submitted to  
Federal Transit Administration Region 8  
12300 West Dakota Avenue – Suite 310  
Lakewood, CO 80228-2583**

**2013**

## TABLE OF CONTENTS

	<u>PAGE</u>
I INTRODUCTION	26
II EXECUTIVE ORDER 13166	26
III PLAN SUMMARY	26
IV FOUR FACTOR ANALYSES	26
V LIMITED ENGLISH PROFICIENCY PLAN OUTLINE	27
a. How to Identify an LEP Person who needs Language Assistance	27
b. Language Assistance Measures	28
c. CAT Staff Training	28
d. Outreach Techniques	29
e. Monitoring and Updating the LEP Plan	29
f. Dissemination of CAT Limited English Proficiency Plan	29
 SUB-APPENDIX A – CAT Languages Spoken at Home Chart	 30
SUB-APPENDIX B – Census Bureau’s “I Speak Cards”	31
SUB-APPENDIX C – CAT/MPO Memorandum of Understanding	32

## I. INTRODUCTION

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provided that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and:

## II. EXECUTIVE ORDER 13166

Executive Order 13166 “Improving Access to Services for Persons With Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice (DOJ’s) Policy Guidance entitled “Enforcement of Title VI of the Civil Rights Act of 1964 – National Origin Discrimination Against Persons With Limited English Proficiency.” (See 65 FR 50123, August 16, 2000 DOJ’s General LEP Guidance). Different treatment based upon a person’s inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the City of East Grand Forks (herein referred to as “City”), and governments, private and non-profit entities, and sub-recipients.

## III. PLAN SUMMARY

The City has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to its services as required by Executive Order 13166. An LEP person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the City’s extent of obligation to provide LEP services, the City undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the service area who may be served or are likely to encounter a public transportation program, activity, or service; 2) the frequency with which LEP individuals come in contact with public transportation services; 3) the nature and importance of the program activity or service provided by the City to the LEP population; and 4) the resources available to the City and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

## IV. FOUR FACTOR ANALYSES

1. **The number or proportion of LEP persons eligible in the Grand Forks, ND/East Grand Forks, MN Urbanized Area to be served by or likely to encounter a public transportation program, activity, or service.** The City of East Grand Forks examined the US Census Bureau report of the American Community Survey 5-Year Estimates from 2007 to 2011 and was able to determine that the overwhelming majority of the population, 94.1% or 53,734 persons, speak English only. Of the remaining 2,958 that speak a language other

than English, 43% or 1,279 speak English less than “very well.” Therefore, 2.2% of the total population in Grand Forks, ND and East Grand Forks, MN would be considered LEP (See **SUB-APPENDIX A**).

2. **The frequency with which LEP individuals come in contact with a public transportation program, activity, or service.** The City assesses the frequency with which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. Contact with LEP persons has increased in recent years as many new Americans are utilizing the City’s public transportation services.

New American Services of North Dakota has resettled about 4,000 refugees from 35 countries since 1997. The Grand Forks community resettles about 90 refugees per year, most of whom speak Nepalese or Somali. New American Services and other groups, such as Global Friends Coalition, provide bus skills training and teach new Americans how to purchase a bus pass, pay their fare, request a transfer, etc. The Cities Area Transit (CAT) Mobility Manager also provides bus familiarization training once per month with the help of New American Services interpreters.

The City has never had a request for language interpretation. CAT provides on its own accord public transportation use policy documents and bus schedules that are translated into Spanish.

3. **The nature and importance of the program, activity, or service provided by the City of East Grand Forks to the LEP community.**

The City’s public transportation services are very important to the LEP community. New Americans rely heavily on public transportation, especially during their first year in the community. Through New American Services and Global Friends Coalition representatives who serve on the Human Services Coordinated Transportation Committee, the City has learned a great deal about the importance of reliable transportation to and from English language classes for new Americans.

There is often a great distance to travel between affordable and available housing for new Americans and the location of English language classes. Public transportation services are even more important during the winter months when extreme cold makes it dangerous to travel on foot. New Americans are often on a fixed income and are not able to afford frequent taxi fares.

Foreign students who attend the University of North Dakota also rely on public transportation to connect them with the greater community for shopping and entertainment trips.

4. **The resources available to the City of East Grand Forks and overall costs.** Since the last Title VI plan update, the City works with the CAT Mobility Manager to perform outreach activities for all public transportation users. The City has also entered in to a Memorandum of Understanding with the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) adopting the MPO’s Public Participation Plan for fare and service changes (see **SUB-APPENDIX C**).

## V. LIMITED ENGLISH PROFICIENCY PLAN OUTLINE

- a. **How to Identify an LEP Person who Needs Language Assistance** – Below are tools to help identify persons who may need language assistance:
  - Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;

- When City sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gage the attendee’s ability to speak and understand English, ask a question that requires a full sentence reply;
  - Have the Census Bureau’s “I Speak Cards” at the workshop or conference sign-in sheet table (contained herein as **SUB-APPENDIX B**). While staff may not be able to provide translation assistance at that particular day’s meeting, the cards are an excellent tool to identify language needs for future meetings. Also, have the cards available at the East Grand Forks City Hall; and
- b. Language Assistance Measures** – The City has implemented or will work with CAT to implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least “well,” and the lack of resources available in the CAT service area:
- Census Bureau’s “I Speak Cards” are to be located at the Metro Transit Center Customer Service locations at all times.
  - The computer(s) located at the CAT office have AltaVista Babel Fish added to the favorites listing for easy access via Microsoft Internet Explorer for the translations of blocks of texts. This will aid the CAT staff in the interpretation of services on a one-on-one basis for LEP individuals visiting CAT.
  - When the City or CAT hosts public meetings or conferences and a special need is identified in advance, the City or CAT will make every effort to have a translator available at the meeting.
  - When the City and/or CAT website is redesigned, AltaVista Babel Fish translation will be explored as a possible added feature.
  - When an interpreter is needed, in person or on the telephone, and the City or CAT staff has exhausted the above options, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service – Language Line Services at <http://www.language.com>. On the Language Line home page the staff will select the Need for an interpreter Now Link and follow the directions to receive and access code.
- c. CAT Staff Training** – All CAT staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the CAT staff orientation process for new hires. Training topics are listed below:
- Understanding the Title VI policy and LEP responsibilities;
  - What language assistance services CAT offers;
  - Use of LEP “I Speak Cards”;
  - How to access AltaVista Babel Fish via the transit computer(s) in the CAT office.
  - How to use the Language Line Interpretation and translation services;
  - Documentation of language assistance requests;
  - How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the CAT Title VI Plan)

d. **Outreach Techniques** – CAT provides monthly bus familiarization training for new Americans with the assistance of interpreters. The training goes over how to follow the bus map and schedule, hours of operation, fare payment, and more. This is also an opportunity to address issues that drivers encounter with LEP persons on the bus, such as understanding the rules for fare payment and the bike and bus program. Additional outreach techniques that CAT is considering are summarized below:

- Translation of vital documents in to Nepalese and/or Somali
- Translation of on-vehicle stop announcements and service announcements in to Nepalese and/or Somali
- Partnering with the University of North Dakota Multicultural Student Services to provide bus familiarization training for LEP persons
- Partnering with Northland Community & Technical College to provide bus familiarization training for LEP persons

e. **Monitoring and Updating the LEP Plan** – This plan is designed to be flexible and is one that can be easily updated. At a minimum, the City will follow the Title VI Program update schedule for the LEP Plan.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in the Grand Forks – East Grand Forks urbanized area area?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified public transportation programs? Are there other programs that should be included?
- Have the City's available resources, such as technology, staff, and financial costs changed?
- Has the City fulfilled the goals of the LEP Plan? and
- Were any complaints received?

f. **Dissemination of the Limited English Proficiency Plan** – This plan is available on the City of East Grand Forks website and is distributed via email to members of the Human Services Coordinated Transportation Committee. Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or e-mail. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to :

Nancy Ellis  
Attn: Title VI  
600 Demers Ave  
East Grand Forks, MN 56721

## **SUB-APPENDIX A**

Grand Forks, ND--MN Urbanized Area  
 Selected Social Characteristics in the United States: 2007-2011  
 Data Set: 2007-2011 American Community Survey 5-Year Estimates  
 Survey: American Community Survey

### **LANGUAGE SPOKEN AT HOME**

<b>Population 5 years and over</b>	<b>57,111</b>	<b>100%</b>
English only	53,734	94.1%
Language other than English	2,958	5.2%
Speak English less than "very well"	1,279	2.2%
Spanish	1,077	1.9%
Speak English less than "very well"	221	0.4%
Other Indo-European languages	1,127	2.0%
Speak English less than "very well"	343	0.6%
Asian and Pacific Islander languages	875	1.5%
Speak English less than "very well"	391	0.7%
Other languages	5,661	9.9%
Speak English less than "very well"	341	0.6%

**SUB-APPENDIX B**  
**I SPEAK CARDS**

<input type="checkbox"/> Check the box if you read or speak English. I need an English Interpreter.	English
<input type="checkbox"/> Marque la casilla si se leen o hablan a español. Necesito un intérprete de español.	Spanish
<input type="checkbox"/> Xuǎn zhōng gāi kuāng, rúguǒ nǐ dú huò jiǎng yīngyǔ. Wǒ xūyào yīngyǔ fānyì.	Chinese
<input type="checkbox"/> Proverite kvadraticu ako pročitate ili ne govori engleski. i potrebno English Tumač	Croatian (Serbo)
<input type="checkbox"/> Die boks as jy lees of praat Engels nodig het. Ek 'n Engelse tolk. M	Afrikaans
<input type="checkbox"/> Anata ga yonde iru baai, matawa eigo o hanasu chek kubokkusu o sentaku shimasu. Watashi wa eigo tsūyaku o hitsuyō to shimasu.	Japanese
<input type="checkbox"/> La case à cocher si vous lisez ou parlez français. J'ai besoin d'un interprète français.	French
<input type="checkbox"/> Đánh dấu vào ô nếu bạn đọc hoặc nói tiếng Nhật. Tôi cần một thông dịch viên Nhật bản.	Vietnamese

## **SUB-APPENDIX B**

### **Memorandum of Understanding Covering Public Participation within the Grand Forks-East Grand Forks Metropolitan Area**

This Memorandum of Understanding (MOU) is between the Grand Forks-East Grand Forks Metropolitan Planning Organization, hereinafter "MPO," and the city of Grand Forks and the city of East Grand Forks, hereinafter collectively "Public Transportation Operator."

WHEREAS, joint responsibilities for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process is defined and required by the United States Department of Transportation (USDOT) in regulations at *23 CFR 450 Subpart A – Transportation Planning and Programming Definitions*; *23 CFR 450 Subpart C – Metropolitan Transportation Planning and Programming*, 23 U.S.C. 134 and 135; and 49 U.S.C. 5303 and 5304; and

WHEREAS, The regulations at *23 CFR 450.314 – Metropolitan Planning Agreements* and 49 CFR 613 – Metropolitan Transportation Planning and Programming direct that the metropolitan planning organization (MPO) and Public Transportation Operators shall cooperatively determine their mutual responsibilities for carrying out the 3-C process and clearly identify them in a written agreement; and

WHEREAS, the Public Transportation Operator is the public entity which participates in the continuing, cooperative, and comprehensive transportation planning process in accordance with 23 U.S.C. 135 and 49 U.S.C. 5303 and 5304, and is the designated recipient of Federal funds under title 49 U.S.C. Chapter 5307 for transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by Amtrak; and

WHEREAS, nothing in this MOU shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority,

NOW, THEREFORE, the MPO and the Public Transportation Operator agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area. The process will be completed in accordance with state and local goals for urban planning, the provisions of 23 U.S.C. 135, 49 U.S.C. 5303 and 5304, 23 C.F.R. 450, and 23U.S.C 5307, as amended, and the provisions of this Memorandum of Understanding, in which it is mutually agreed that each agency has the following responsibilities:

**I. Public Comment Process on Fare / Service Changes**

The parties must solicit and consider public comment before implementation of all changes in fares or significant changes in service.

**A. Metropolitan Planning Organization**

- Prepare and maintain a Long Range Transportation Plan that includes the operational and financial plans for the Public Transportation Operators
- Periodically consider amendments to the LRTP that may cause change in fares and/or changes in public transportation services
- Process proposed amendments in accordance with the adopted MPO's Public Participation Plan

**B. Public Transportation Operator**

- Participate in the preparation and maintenance of the LRTP.
- Periodically consider changes to fares and/or services.
- Process proposed changes in fares and/or services as proposed amendments to the MPO's LRTP.
- Participate in the public process as provided in the MPO's Public Participation Plan

**II. Definitions of Service changes**

**A. Definition of Temporary Service Changes**

Temporary service changes are those that are in effect for a limited time period due to road construction, special events, etc., and are not intended to be permanent.

Temporary service changes shall be made administratively by the Public Transportation Operator. If a temporary service change is to become permanent, it should be evaluated to determine if it is minor or significant based on the following criteria.

**B. Definition of Significant Service Changes**

Route or service changes are considered significant if any of the following apply:

1. Elimination of a route
2. Addition of a route
3. Any change in routes in excess of 25% of the existing route mileage

4. Route changes that would reduce or eliminate service to schools, elderly/public housing, hospitals or social service agencies

All significant route changes would be subject to the amendment process of the MPO's LRTP and implemented after approval by the MPO.

C. Definition of Minor Service Changes

Route or service changes are considered minor if they are less than 25% of existing route mileage. Minor service changes shall be made upon approval of the Public Transportation Operator.

**III. Period of Agreement**

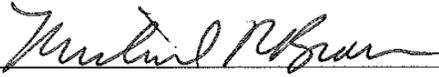
1. This Memorandum of Understanding shall be effective upon execution by the MPO and the Public Transportation Operator and may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This Memorandum of Understanding will remain in effect until terminated as provided in this clause, or until replaced by a new Memorandum of Understanding.
2. Any amendments to this Memorandum of Understanding must be mutually agreed to in writing.
3. It is mutually agreed that this Memorandum of Understanding will be reviewed (and amended as determined necessary) following the reauthorization of the current surface transportation authorization act.

The parties hereto execute this Memorandum of Understanding through their authorized representatives:

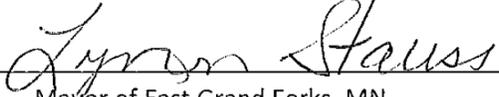
**METROPOLITAN PLANNING ORGANIZATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
Chair of Grand Forks-East Grand Forks  
Metropolitan Planning Organization

**PUBLIC TRANSPORTATION OPERATOR: City of Grand Forks, ND**

By  10/8/12  
Mayor of Grand Forks, ND Date

**PUBLIC TRANSPORTATION OPERATOR: City of East Grand Forks, MN**

By  \_\_\_\_\_  
Mayor of East Grand Forks, MN Date

**RESOLUTION NO. 13 – 07 – 67**

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

**RESOLUTION RATIFYING CONTRACTS**

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 16170 for a total of \$994.83.

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

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$994.83 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 2, 2013.

*Voting Aye:*  
*Voting Nay:*  
*Abstain:*

The President declared the resolution passed.

Passed: July 2, 2013

Attest:

\_\_\_\_\_  
Interim City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 2<sup>nd</sup> of July, 2013.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

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

1. I am 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 16170 for a total of \$994.83.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 2, 2013.

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

# Accounts Payable

## Check Register Totals Only



# City of East Grand Forks

P. O. Box 373  
 East Grand Forks, MN 56721  
 (218) 773-2483

User: lkatka  
 Printed: 6/27/2013 - 9:03 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
16132	07/02/2013	3DS001	3D Specialties	260.95	0
16133	07/02/2013	ACM001	Acme Electric Companies	381.00	0
16134	07/02/2013	ADA001	Adapco	7,412.50	0
16135	07/02/2013	ADV001	Advanced Business Methods Inc	309.98	0
16136	07/02/2013	ALL003	All Seasons Garden Center	175.00	0
16137	07/02/2013	AME002	American Tire Service	1,045.90	0
16138	07/02/2013	AME008	American Tire Service Inc	577.02	0
16139	07/02/2013	AME005	Ameripride Linen & Apparel Services	342.56	0
16140	07/02/2013	ASS001	Association of Training Officers of MI	450.00	0
16141	07/02/2013	BAK001	Baker & Taylor Co	780.10	0
16142	07/02/2013	BER009	Holly Bergh	110.00	0
16143	07/02/2013	BLU001	Blue Cross Blue Shield of ND	6,729.00	0
16144	07/02/2013	BRA001	Brady Martz & Associates	1,760.00	0
16145	07/02/2013	BRO002	Brodart Co	108.46	0
16146	07/02/2013	GFT003	Donald Scott Cash	2,506.66	0
16147	07/02/2013	CEN002	CENGAGE Learning	172.42	0
16148	07/02/2013	CEN001	Center Point Large Print	258.84	0
16149	07/02/2013	CHI003	Child's Play	51.90	0
16150	07/02/2013	CHR006	Brad & Jamie Christianson	500.00	0
16151	07/02/2013	COA001	Coalition of Greater MN Cities	60.00	0
16152	07/02/2013	DIS001	Display Sales Co	954.40	0
16153	07/02/2013	DIV003	Diversified Products	2,258.62	0
16154	07/02/2013	EGF010	City Of East Grand Forks	12.00	0
16155	07/02/2013	EXP003	Explorer Post #38	50.00	0
16156	07/02/2013	EXP002	Exponent	312.00	0
16157	07/02/2013	FAM001	Family Institute	500.00	0
16158	07/02/2013	FAS001	Fastenal Company	29.08	0
16159	07/02/2013	FLA002	Flat Plains Services Inc	250.09	0
16160	07/02/2013	G&K001	G&K Services	135.48	0
16161	07/02/2013	GAF002	Gaffaney's	32.54	0
16162	07/02/2013	GAL001	Gale	220.74	0
16163	07/02/2013	GAR003	Gardner Publishing	75.02	0
16164	07/02/2013	GER001	Gerrells Sport Center	489.99	0
16165	07/02/2013	GFF001	GF Fire Equipment	151.00	0
16166	07/02/2013	GOP002	Gopher State Lawn Sprinklers	55.25	0
16167	07/02/2013	COD001	Jared Grefsrud	2,405.09	0
16168	07/02/2013	H2O001	H2O Inc	15.12	0
16169	07/02/2013	HAJ002	Rick Hajicek	285.00	0
16170	07/02/2013	HAR001	Hardware Hank	994.83	0
16171	07/02/2013	HEA001	Heartland Paper	740.78	0
16172	07/02/2013	HOL002	Holiday Credit Office	33.86	0
16173	07/02/2013	HOM001	Home of Economy	36.54	0
16174	07/02/2013	HUG001	Hugo's	79.29	0
16175	07/02/2013	INT007	In the Swim	56.93	0
16176	07/02/2013	INP001	Inprints Screenprinting	222.00	0
16177	07/02/2013	INT011	Integrated Process Solutions Inc	711.25	0
16178	07/02/2013	JOE002	Elaine Johnson	250.00	0
16179	07/02/2013	SIG001	Loreene Keehr	181.48	0
16180	07/02/2013	KEL002	Kelley Blue Book	74.82	0
16181	07/02/2013	KNO004	Know Buddy Resources	312.75	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
16182	07/02/2013	LAK001	Laker Chemical	1,565.72	0
16183	07/02/2013	LEA002	League of MN Cities	30,740.64	0
16184	07/02/2013	M&W001	M&W Services	324.31	0
16185	07/02/2013	MAR004	Marco	76.96	0
16186	07/02/2013	MAR001	Marco Inc	318.06	0
16187	07/02/2013	MCF001	McFarlane	750.00	0
16188	07/02/2013	MCF002	MCFOA	35.00	0
16189	07/02/2013	MEN001	Menards	980.66	0
16190	07/02/2013	MPO001	Metropolitan Planning Organization	3,883.49	0
16191	07/02/2013	MIC001	Micro-Marketing LLC	132.92	0
16192	07/02/2013	CAL003	Minnesota Cal Ripken Baseball	340.00	0
16193	07/02/2013	MPS001	MN Dept of Public Safety	25.00	0
16194	07/02/2013	MND006	VOID****VOID****VOID*** MN I	3,819.00	0
16195	07/02/2013	NEW001	Newman Signs	1,000.00	0
16196	07/02/2013	NOR004	Northern Plumbing Supply	50.09	0
16197	07/02/2013	ORE001	O'Reilly Auto Parts	38.44	0
16198	07/02/2013	ODL001	Odland Fitzgerald Reynolds & Harbot	832.25	0
16199	07/02/2013	OPP001	Opp Construction	256,367.18	0
16200	07/02/2013	ORC002	Roger Orchard	27,040.57	0
16201	07/02/2013	ORN001	Ornamental Iron Company	3,381.24	0
16202	07/02/2013	PDQ001	PDQ Sanitary Services	206.00	0
16203	07/02/2013	PET001	Peterson Veterinarian Clinic P.C.	651.33	0
16204	07/02/2013	POL004	Polk County Recorder	92.00	0
16205	07/02/2013	POP001	Popular Subscription Service	841.28	0
16206	07/02/2013	PRA003	Prairie Wind BG Inc	731.24	0
16207	07/02/2013	QUI001	Quill Corp	24.01	0
16208	07/02/2013	RED001	Red River Snowmobile Club	4,676.70	0
16209	07/02/2013	REL001	Reliable Office Supplies	478.08	0
16210	07/02/2013	REL002	Reliance Telephone System	3.60	0
16211	07/02/2013	RWI001	Remier Welding Inc	5,408.00	0
16212	07/02/2013	RIG001	Right Choice Electric Inc	453.06	0
16213	07/02/2013	ZAV001	RJ Zavoral & Sons	58,216.86	0
16214	07/02/2013	RMB001	RMB Environmental Lab Inc	901.00	0
16215	07/02/2013	DHE001	Robert and Abby D'Heilly and Americ	5,000.00	0
16216	07/02/2013	MER001	Sanford Clinic Fargo Region	168.00	0
16217	07/02/2013	SMA001	Smart Apple Media	169.61	0
16218	07/02/2013	STE001	Stennes Granite	1,425.00	0
16219	07/02/2013	STA005	Strata Corp	247.35	0
16220	07/02/2013	TEM001	Temple Display LTD	2,694.99	0
16221	07/02/2013	SOG001	Thomas and Tera Solem and Gate City	5,000.00	0
16222	07/02/2013	TRU001	True Temp	625.84	0
16223	07/02/2013	UPS001	UPS	213.09	0
16224	07/02/2013	VIL001	Vilandre Heating & A/C	161.67	0
16225	07/02/2013	WAT001	Water & Light Department	26,856.44	0
16226	07/02/2013	WID001	Widseth Smith Nolting & Associates	35,776.94	0
16227	07/02/2013	WIL006	John Wilkinson	240.00	0
16228	07/02/2013	WIZ001	Wizard's Enterprises Inc.	490.00	0
16229	07/02/2013	XCE001	Xcel Energy	3,230.72	0
16230	07/02/2013	ZEE001	Zee Medical Service	396.06	0
16231	07/02/2013	ZIM003	Bill Zimniak	49.00	0
				<hr/> <hr/>	
				Check Total:	
				523,047.64	
				<hr/> <hr/>	