

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
DECEMBER 14, 2010
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. American Crystal Update – Lloyd Kennedy
2. 2010 City Project No. 11 – Civic Center Improvements – Scott Huizenga
3. 2040 Land Use Plan – Nancy Ellis & Matt Leal
4. Intergovernmental Agreement – MPO
5. Fare Increase – MPO
6. Paratransit & Senior Rider Proposal - MPO
7. General Obligation Bonds – Jerry Lucke

ADJOURN

Upcoming Meetings

Regular Meeting – December 21, 2010 – 5:00 PM – Council Chambers

Work Session – December 28, 2010 – 5:00 PM – Training Room (If Needed)

Regular Meeting – January 4, 2010 – 5:00 PM – Council Chambers

Request for Council Action

Date: November 17, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications – 2010 City Project No.II – Civic Center Improvements

Background:

The City and ISD#595 have been discussing the possibility of adding a girls locker room to the Civic Center. This project was discussed with the school district, City and East Grand Forks Blueline Club twice since it was last presented(June 2010) to the City Council Work Session.

The selected options were:

OPTION #1 – Northeast Addition – Construction cost - \$517,840.00

OPTION #3 – Under the west bleachers – Construction cost - \$317,520.00

The design professionals will be:

Architectural/Mechanical – EAPC, Wayne Dietrich
Electrical – Obermiller, Nelson Engineering, Brian Poyko
Civil/Structural – FS Engineering, Brad Bail

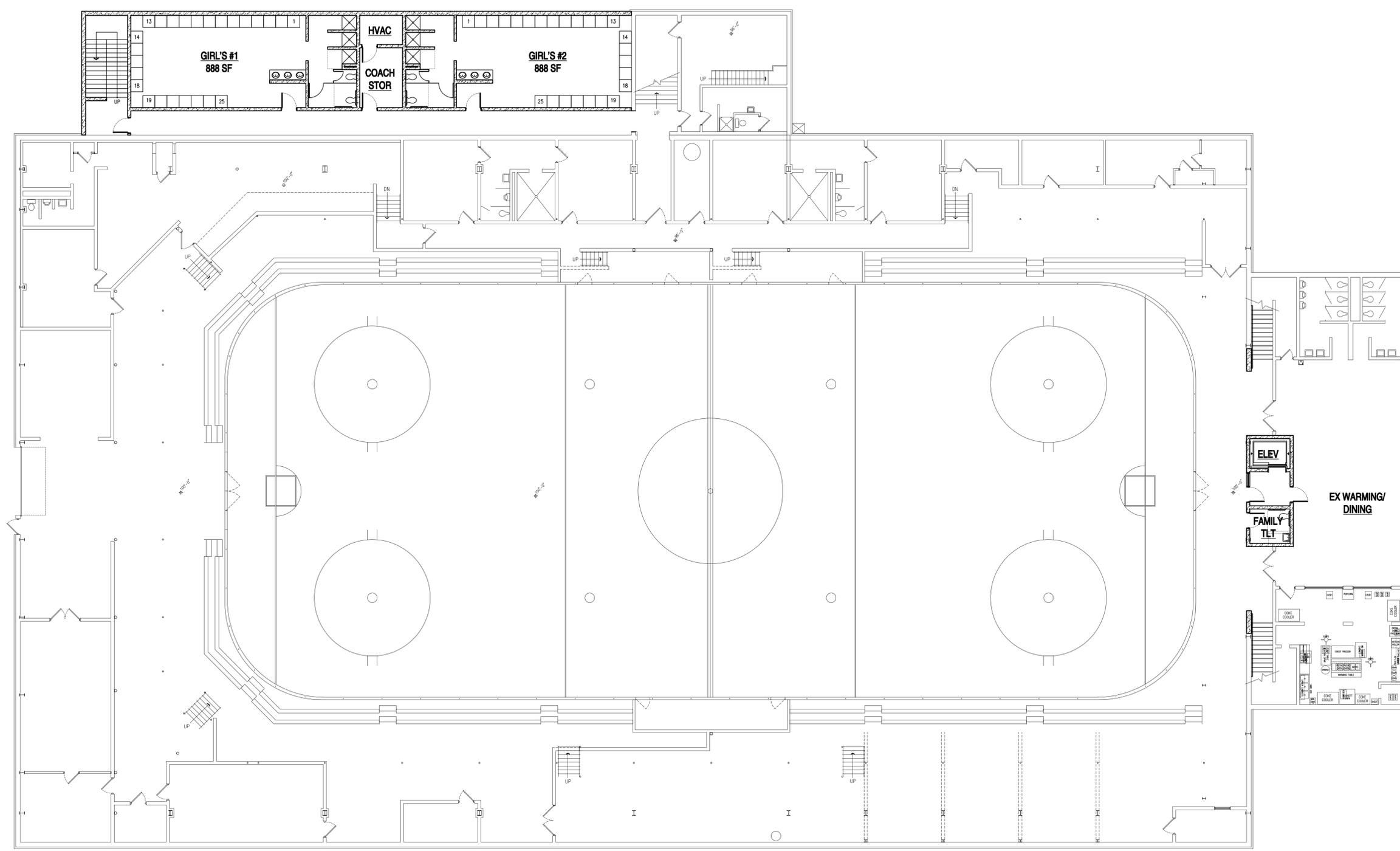
The design/inspection services will be 15% of the construction cost, per the engineering contract with the City and the Owner furnished FF&E is approximately \$30,000.00

Recommendation:

Approval to prepare plans and specifications

Enclosures:

Draft drawings



Client

**CITY OF
EAST GRAND FORKS**

Project Description

**CIVIC CENTER
RENOVATION**

CITY **EAST GRAND FORKS**

STATE **MINNESOTA**

Issue Dates

SD	SCHEMATIC DESIGN	07/30/10
MARK	DESCRIPTION	DATE

PROJECT NO: **20102920**

DRAWN BY: **BRN**

CHECKED BY: **WD**

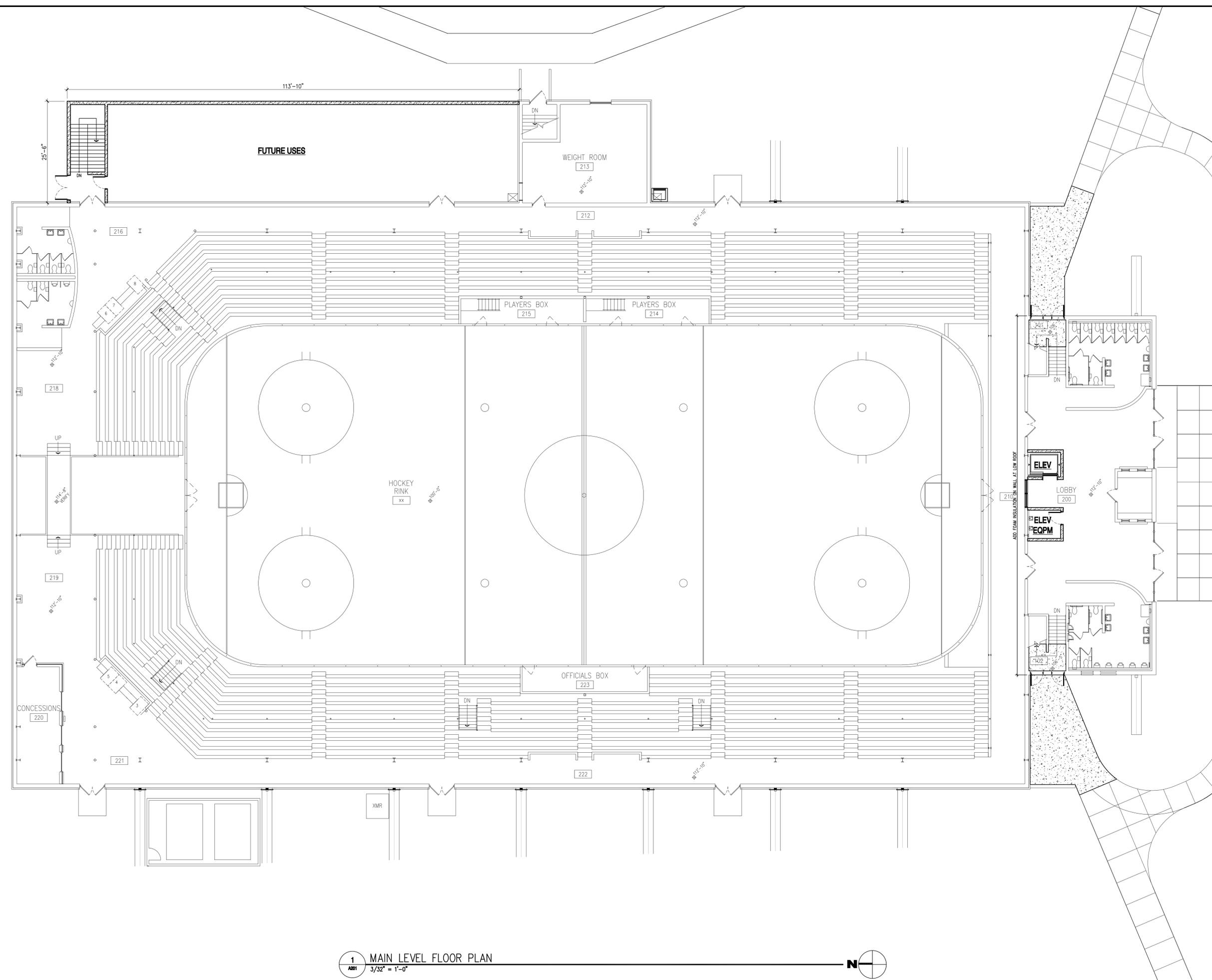
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Drawing Title

**LOWER LEVEL
FLOOR PLAN
OPTION #1**

A200





Client

CITY OF EAST GRAND FORKS

Project Description

CIVIC CENTER RENOVATION

CITY **EAST GRAND FORKS**

STATE **MINNESOTA**

Issue Dates

SD	SCHEMATIC DESIGN	07/30/10
MARK	DESCRIPTION	DATE

PROJECT NO: **20102920**

DRAWN BY: **BRN**

CHECKED BY: **WD**

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Drawing Title

**MAIN LEVEL FLOOR PLAN
 OPTION #1**

A201

Client

**CITY OF
EAST GRAND FORKS**

Project Description

**CIVIC CENTER
RENOVATION**

CITY EAST GRAND FORKS

STATE MINNESOTA

Issue Dates

SD	SCHEMATIC DESIGN	08/03/10
MARK	DESCRIPTION	DATE

PROJECT NO: 20102920

DRAWN BY: BRN

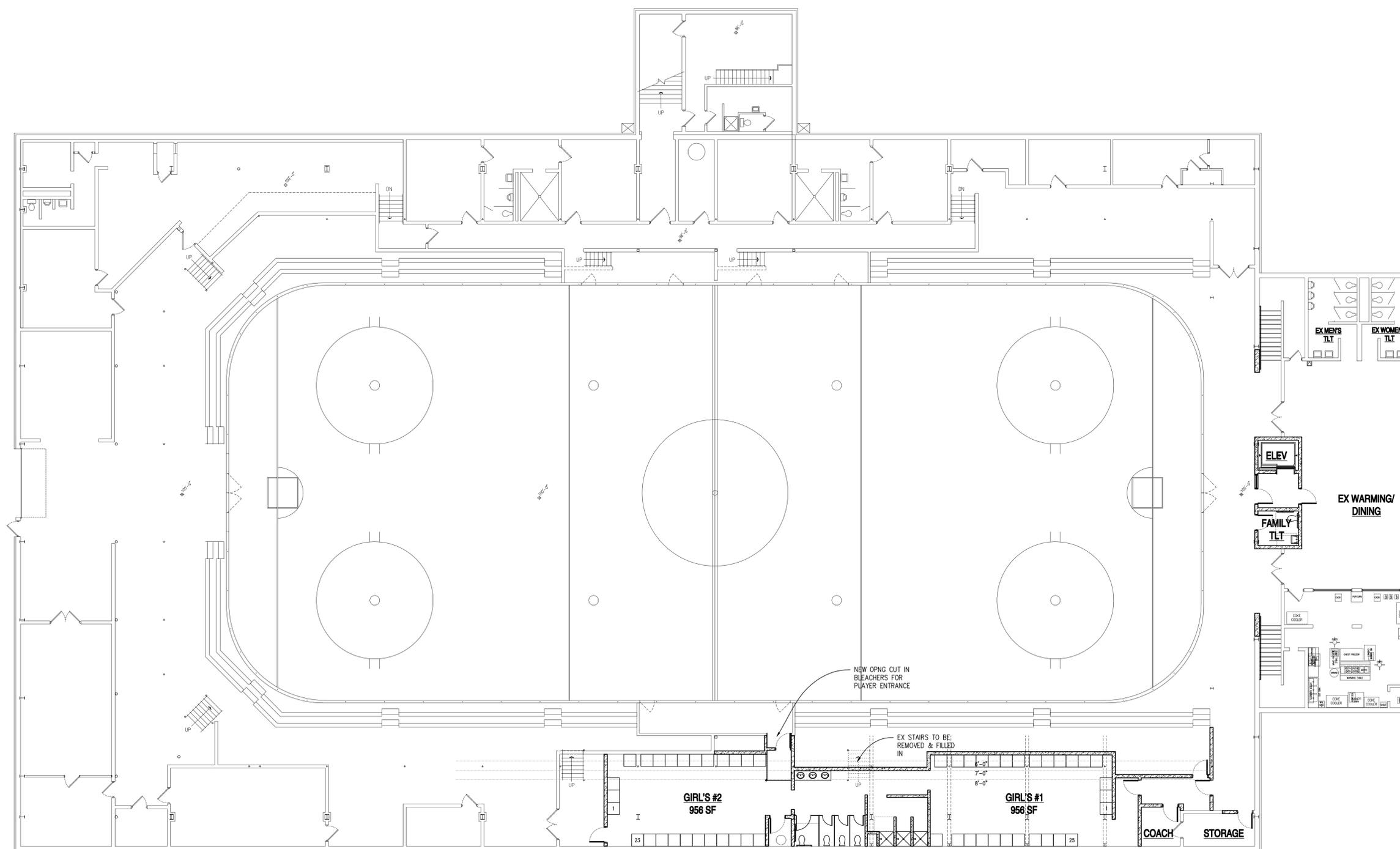
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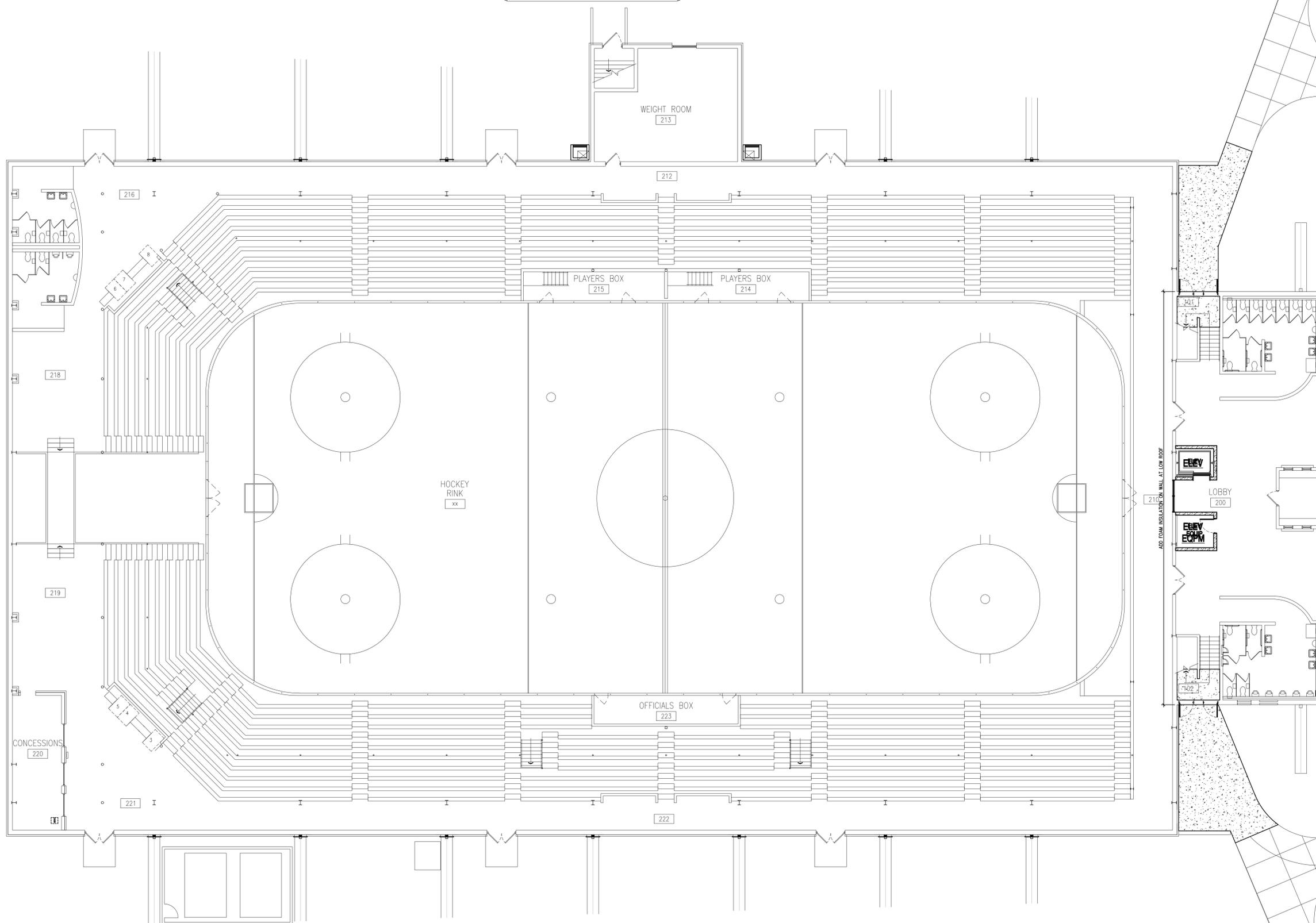
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Drawing Title

**LOWER LEVEL
FLOOR PLAN
OPTION #3**

A200





Client

**CITY OF
EAST GRAND FORKS**

Project Description

**CIVIC CENTER
RENOVATION**

CITY EAST GRAND FORKS

STATE MINNESOTA

Issue Dates

SD	SCHEMATIC DESIGN	07/30/10
MARK	DESCRIPTION	DATE

PROJECT NO: 20102920

DRAWN BY: BRN

CHECKED BY: WD

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Drawing Title

**MAIN LEVEL FLOOR
PLAN
OPTION #3**

A201



Request for Council Action

Date: December 14, 2010
 To: East Grand Forks City Council and Mayor Lynn Stauss
 Cc: File
 From: Nancy Ellis, Senior Planner and Matt Leal, Planning Technician
 RE: Approval of Draft 2040 Land Use Plan

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends approval of the Draft 2040 Land Use Plan.

GENERAL INFORMATION

The City of East Grand Forks Planning Department, with assistance from the MPO, has prepared an update to the City's 2035 Land Use Plan. The Update will extend the City's Land Use Plan to 2040. As part of the updating process, the Planning Department has asked for help from the Planning Commission to review current trends and information, identify issues, set goals and objectives and provide ways for implementation of the plan. This meeting will present the final draft and ask for approval from City Council December 21, 2010. A complete copy of the final draft is available on the City website: www.egf.mn under the Planning and Zoning Dept., Land Use Plan and MPO section/heading. Tonight's presentation will encompass a brief overview of the Plan update process and changes made to the plan.

Summary of the 2040 Land Use Plan Update:

The City of East Grand Forks last updated its whole Land Use Plan in the spring of 2002 focusing on growth after the 1997 flood. As a matter of policy the city should update the plan every 5 years.

Task 1: Collect and Interpret Data

Start Date: Feb 1, 2010

End Date: May 31, 2010

During the course of the plan update, data sources may have updated information which then needed to be added to the plan. This task was done through out the plan update but the majority of the data was collect with in the time frame that was projected.

Task 2: Identify Issues

Start Date: March 1, 2010

End Date: June 30, 2010

Surveys were sent out to our Planning Commission and City Council Persons to ask there input on goals and policies as well as other miscellaneous concerns. Along with those surveys three public meetings were held in the three divisions of town. The dates for the public meetings were as follows:

1. East Grand Forks Library 6:30pm May 13, 2010
2. East Grand Forks City Hall 6:30pm May 17, 2010
3. East Grand Forks Senior Citizen Center 6:30pm May 18, 2010

Task 3: Update Goals from 2035 EGF LUP Update**Start Date: April 1, 2010****End Date: July 31, 2010**

A large portion of chapter four has had some sort of change since the US Secretary of Transportation began a Livable Communities Initiative. This Initiative has introduced six Livability Principles that were incorporated into this chapter. The goal updates went longer than the projected date but it was due to feedback that changed the way the goals and policies are being represented.

Task 4: Determine Future Land Use Demand**Start Date: Feb 1, 2010****End Date: Oct 15, 2010**

In coordination with the goals and objectives set forth in the document, the future land use demand was determined. In the data collection phase, the land availability and capability was determined. These areas can then be identified for future land uses and the assessment of future transportation needs. A series of maps of the City with proposed future land uses would be provided, along with alternatives to those proposals.

Task 5: Community Meetings**1-3 Meetings: May 2010****4th Meeting: Oct 2010****5th Meeting: Dec 2010**

Meeting with the public can be very beneficial, not just for input from the citizens, but also to calm the fears of the community. An update on the plan was given throughout the process at the Planning Commission meetings once a month since January 2010 with some months skipped due to lack of other items. All the Planning Commission Meetings are open to the public. Along with the Planning Commission meetings were three public input meetings held in May. Another public meeting was held in October to go over the draft report. No public input was given at the draft meeting. Plus one more meeting held December 10, 2010 to allow the public to look over the Final Draft. A total of five meetings were held for public input only which is more than the scope of work projected was going to be held.

Task 6: Prepare Plans**Start Date: Aug 1, 2010****End Date: Nov 30, 2010**

The plans will be prepared for adoption by the Planning and Zoning Commission, East Grand Forks City Council and the Grand Forks-East Grand Forks Metropolitan Planning Organization. Plans will include the future land use map.

Deliverables: Draft Plan – Nov 30, 2010 (Draft Plan will not include Implementation Section)**Task 7: Land Use Plan coordination with Ordinances****Start Date: Nov 1, 2010****End Date: Dec 31, 2010**

The goal of this document is to be used by the City of East Grand Forks. All local regulations concerning land use and land development will be reviewed and adjusted for conformance with this plan. Ordinances may be amended or added to implement the 2040 Land Use Plan.

Deliverables: On going review to amend or add ordinances in accordance with the 2040 Land Use Plan

FINDINGS AND ANALYSIS

- The current 2035 Land Use Plan is out of date and should be updated every 5 years.
- The recommended Plan should include narrative, maps and tables to represent current conditions and future predictions.
- The City of East Grand Fork's City Comprehensive Plan does contain the EGF 2035 Land Use Plan and will be amended when a final 2040 Land Use Plan is adopted.
- The first three chapters provide the setup for the community.

Request for Council Action

Date: December 14, 2010
To: East Grand Forks City Council and Mayor Lynn Stauss
Cc: File
From: Earl Haugen, Executive Director
RE: Intergovernmental Agreement between the Cities of Grand Forks and East Grand Forks

Recommended Motion: Intergovernmental Agreement between the Cities of Grand Forks and East Grand Forks.

BACKGROUND:

In 2006 the Cities of Grand Forks and East Grand Forks entered into an Intergovernmental Agreement for transit operations. This agreement was for only five (5) years. On Dec. 31, 2010 the agreement will end. To keep transit running smoothly between the Cities a new Master Operating Agreement has been written to begin on January 1, 2011. This new agreement keeps the transit system as it is right now, but is flexible enough that if changes are needed or wanted by both Cities those changes can happen.

The biggest difference in this agreement is that it has no specified end date. To end the agreement both Cities must agree and follow the dissolution steps set forth in the agreement. Budgets will be updated on a yearly basis and become part of the agreement when the budget is updated. The same goes for any plan, guide or contract that is an exhibit of the agreement.

FINDINGS AND ANALYSIS:

- A new Intergovernmental Agreement is necessary due to the ending of the current agreement.
- .

SUPPORT MATERIALS:

- The new Master Operating Agreement
- City of Grand Forks staff report.

*These items are lengthy – to view the materials, please come to the Administration Office.

Request for Council Action

Date: December 21, 2010
To: East Grand Forks City Council and Mayor Lynn Stauss
Cc: File
From: Earl Haugen, Executive Director
RE: Fare Increase

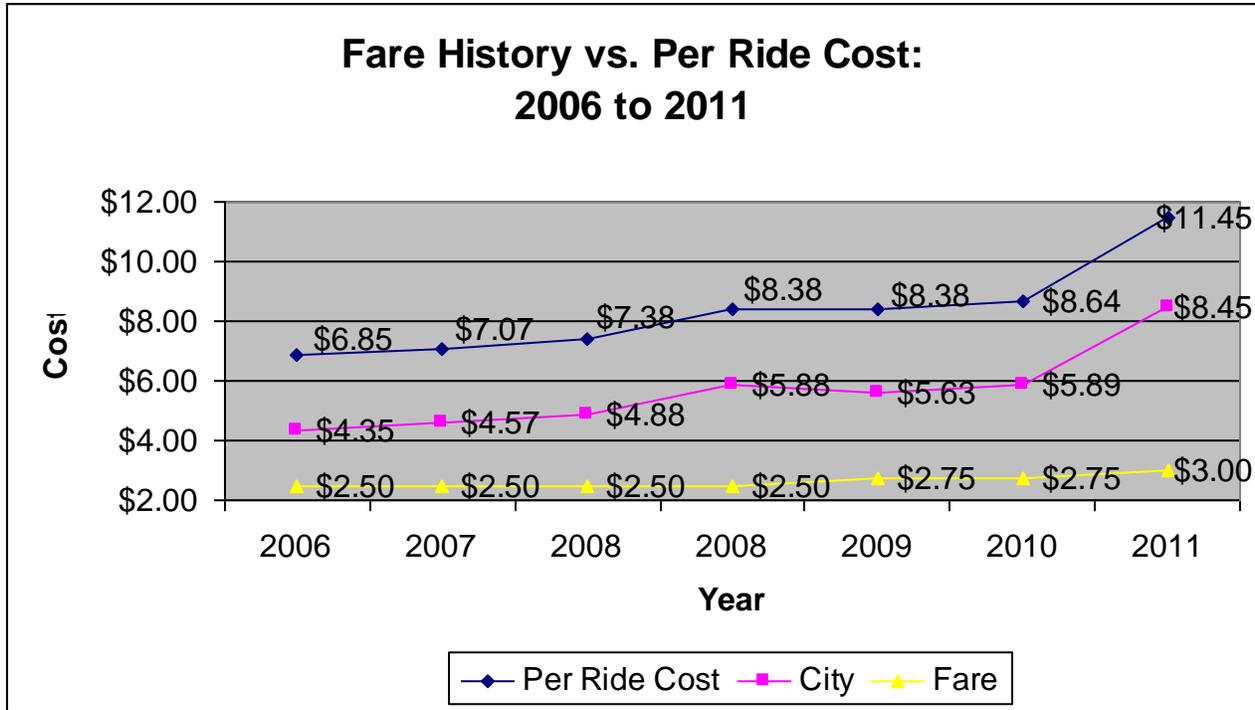
Recommended Motion: Approve the fare increase for the Dial-A-Ride and Senior Rider from \$2.75 to \$3.00.

BACKGROUND:

In 2009 the Cities of Grand Forks and East Grand Forks increased the fares from \$2.50 to \$2.75 due to an unexpected increase in the cost of fuel. The new contract that was out for bid this year for the Dial-A-Ride and Senior Rider Program brought back bids that were higher than expected. To off set this Grand Forks decided to bring part of the work for the system in house and just hire the drivers and extra vehicles. To off set the costs even more Grand Forks proposed to increase the fares so that the riders were helping more.

Environmental Justice Analysis:

In the analysis of this increase it was found that it did not fall under the Programmatic Exclusion Approval agreement and it did affect identifiable low income and minority populations. As you can see in the chart below when you compare the actual cost per ride to the fare collected from 2006 to 2010 is not a disproportional to the total cost. If an Adult were to pay cash fare on the bus it would cost \$1.50. Given this ADA allows the maximum fare for Paratransit to be double the adult cash fare on the bus. A public input meeting was held on Dec. 2, 2010 and no one came to the meeting and there were no comments sent into CAT. Given this it is suspected that not popular it is understandable to the public.



FINDINGS AND ANALYSIS:

- Although the increase negatively affects low income and minority populations it is not disproportional to the actual cost of the service.
- Approve the fare increase would off set the costs for the City.

SUPPORT MATERIALS:

- Presentation that was to be given to the public.
- City of Grand Forks staff report.



Paratransit & Senior Rider

Fare Increase

Why?

- With the new contract the per ride cost has gone from \$8.38 to \$11.45. This increase was higher than expected.
- The fare would increase from \$2.75 to \$3.00.
- That \$0.25 increase in the fare would offset the Cities' cost by \$15,000 from an estimated total bill of \$687,000.



Fare History



Future

- Although we can not accurately predict the future one fact is that the fare can not rise any more that \$3.00 for Paratransit without raising the adult cash bus fare.
- The MPO will be doing a Transit Development Plan in 2011 that will look into costs and fares across the transit system.



Request for Council Action

Date: November 9, 2010
To: East Grand Forks City Council and Mayor Lynn Stauss
Cc: File
From: Earl Haugen, Executive Director
RE: Paratransit and Senior Rider Proposal

Recommended Motion: Approve Paratransit Contract to Grand Fork Taxi.

BACKGROUND:

The City enters into a contract for Paratransit and Senior Rider Service with a taxi company to provide the service. A Request for Proposals went out on Oct. 6, 2010 and the proposals were due to Grand Forks Finance Department by Oct. 28, 2010. Grand Forks Taxi was the only one to submit a proposal.

In November the Council awarded the contract to Grand Forks Taxi. GF In the contract GF Taxi will provide drivers for CAT owned vehicle as well as extra vehicles and drivers so that CAT has enough capacity to provide service to those who need it. Grand Forks would do reservations. Grand Forks would get dispatching software and bring the dispatching into the CAT offices in the Bus Maintenance Facility. In doing this over site of the dispatching is under better control of CAT, we know that multiple loads will be in our vans and we will have a better idea of the number of vehicles we really need to provide this service so that we do not have a capacity constraint. There will be a delay in implementing the dispatching in Grand Forks and the start of the contract. Due to this gap Grand Forks Taxi will provide the dispatching until Grand Forks can get the dispatching up and running. The cost for Grand Forks Taxi to provide everything except the reservationists is as follows:

FINDINGS AND ANALYSIS:

- Staff recommends approval of contract..

SUPPORT MATERIALS:

- Contract
- City of Grand Forks staff report.

**Grand Forks, ND and East Grand Forks, MN
Paratransit and Senior Rider Services Agreement**

Contractor Services Agreement

THIS AGREEMENT made and entered into this day, _____, 2010, by and between the Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota joining into an Intergovernmental Agreement and both of which are municipal corporations (hereinafter referred to as “the Cities”), with Grand Forks Taxi Company (hereinafter referred to as “the Operator”),

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services: The Operator agrees to provide services in accordance with the scope of services attached hereto as Exhibit A, and incorporated herein by this reference.
2. Contract Period: This agreement shall commence on this day, **January 1, 2011** and shall be in full force and effect until **December 31, 2011** and extended for four (4) years with negotiation of per ride cost each year of extension, unless sooner terminated as herein provided. The Cities will conduct an annual review of the Operator’s performance under this Agreement and retain the right to continue or terminate throughout the contract period.
3. Delay: If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Operator must provide written notice to the Cities of such condition within thirty (30) days from the onset of such condition.
4. Early termination by Cities/Operator-Notice: In addition to the remedies for default contained in Section 12 below, and notwithstanding the time periods contained herein, the Cities or the Operator may terminate this Agreement at any time without cause by providing written notice of termination to either party. Such notice shall be delivered at least sixty (60) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid, and sent to the following address:

If to the Cities:
Cities Area Transit
Attn: Transportation Superintendent
P.O. Box 5200
Grand Forks, ND 58206-5200

If to the Operator:
Grand Forks Taxi
1515 11th Ave N
Grand Forks, ND 58203

In the event of early termination by the Cities, the Operator shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Operator's obligations under this Agreement. Such payment shall be the Operator's sole right and remedy for such termination.

5. Contract Sum: The Cities shall pay the operator for the performance of this contract, subject to additions and deletions provided herein, the amount specified in the Request for Proposals 2010-65 which is \$11.45 per ride for Paratransit and Senior Rider Service.

6. Cities Representative: The Cities will designate, prior to commencement of the actual work, its representative, known as the ADA-Paratransit Coordinator, who shall make within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this Agreement. All requests concerning this Agreement shall be directed to the ADA-Paratransit Coordinator.

7. Independent Service Provider: The services to be performed by the Operator are those of an independent service provider and not of an employee of the City of Grand Forks. The Cities shall not be responsible for withholding and portion of the Operator's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services: It is understood that the Cities enter into the Joint Agreement based on the special abilities of the Operator and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Operator shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the Cities.

9. Acceptance Not Waiver: The Cities approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Cities under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty: The Operator warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

11. Default: Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

12. Remedies: In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions

against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13. Binding Effect: This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns, and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance:

- a) The operator agrees to indemnify and save harmless the Cities, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person, or damages to property arising out of, resulting from or occurring in connection with the performance of any service hereunder.
- b) Without limiting any of the Operator's obligations hereunder, the Operator shall provide and maintain insurance coverage under this Agreement of the type and with limits specified within Exhibit A. The Operator, before commencing services hereunder, shall deliver to the ADA-Paratransit Coordinator, at 867 S 48th Street, Grand Forks, ND 58201, one (1) copy of a certificate evidencing the insurance coverage required, from an insurance company acceptable to the Cities.

15. Entire Agreement: This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Serviceability: The laws of the State of North Dakota and Minnesota shall govern the construction, interpretation, execution and enforcement of this Agreement, whichever state has the more stringent law shall be enforced. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

17. Special Provisions: Special provisions or conditions relating the services to be performed pursuant to this Agreement are set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

18. Amendments: This Agreement may be amended by mutual agreement of the parties, in writing and executed by officials of the parties authorized to execute such amendments.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first written above.

CITIES OF GRAND FORKS, NORTH DAKOTA AND EAST GRAND FORKS, MINNESOTA:

By: _____
Michael R. Brown
Mayor
City of Grand Forks, ND

Saroj Jerath
Director, Finance & Administrative Service
City of Grand Forks, ND

By: _____
Lynn Stauss
Mayor
City of East Grand Forks, MN

Scott Huizenga
City Administrator & Clerk-Treasurer
City of East Grand Forks, MN

Grand Forks Taxi:

By: _____
Typed Name: Donald Cash
Title: Owner

DRAFT

Exhibit A
Scope of Service

Road Operations

A. SYSTEM OPERATING STANDARDS

The Operator shall provide all services in accordance with the following System Operating Standards. Each of the Operating Standards is a material provision of the Agreement.

1. Acceptable Deviation from Scheduled Arrival: All service must be on time. The Operator is obligated to arrive at pick-up and destination points within fifteen (15) minutes either side of a scheduled arrival.
2. After making the vehicle's presence known, the Operator is obligated to wait no longer than five (5) minutes for the for the customer to begin boarding the vehicle, unless a special request for additional waiting time is made at the time the reservation is made.
 - If the rider does not begin boarding within that time, the Operator must contact Central Dispatch to obtain approval to leave and to record the rider as a "no-show" (NS). Prior to leaving, the driver should confirm the NS with the Central Dispatcher. In the event of a no-show, the driver shall indicate on the log sheet the times of arrival and departure from the location. If the rider should acknowledge the presence of the driver, the driver should wait a reasonable time beyond five (5) minutes, with approval from Central Dispatch. The Operator will notify the ADA-Paratransit Coordinator of all no-shows outlining the full circumstances for each incident.
3. If a vehicle is late because of the Operator waiting the mandatory five (5) minutes, this shall not be a violation of Standard 1 above.
4. No smoking is permitted in any vehicle owned by the Cities or owned by the operator, while providing ADA-Paratransit under this contract.
5. The Maximum time any rider shall be permitted to spend on board a vehicle shall be one (1) hour. When scheduling a ride, the Operator shall meet this objective. If the Operator determines that it is impossible to schedule a person within this objective, he should notify the ADA-Paratransit Coordinator and request instructions. This may be waived in the event the trip is considered a multi-load trip or if the trip is a Senior Rider trip.
6. The system shall operate approximately 307 days per year, from 6:00 AM to 10:00 PM Monday through Friday and 8:00 AM to 10:00 PM on Saturdays. No service shall be provided on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. On the days of inclement weather, operation may be delayed or canceled only with the Cities approval. It is the Operator's responsibility to

contact Cities Area Transit dispatch if service is questionable due to weather or related factors.

7. Record keeping as required by the Cities, as well as responses to the Cities communications and revenue collections, shall be facilitated in a responsible and punctual manner
8. The system required that the Operator collect and maintain data for a variety of purposes. A major portion of the data must be transferred into reports and shall be submitted to the ADA-Paratransit Coordinator. In all cases, data must be maintained in a current manner and be available for review upon request by the Cities. If reports are late or data is incomplete, the payment due to the Operator will be withheld until such time as there is substantial compliance. All dispatch sheets regarding and ADA-Paratransit service will be made available to the ADA-Paratransit Coordinator upon request. Monthly log sheets will be turned in to the ADA-Paratransit Coordinator on disk along with the monthly billing spreadsheets. These may be e-mailed to dbergman@grandforksgov.com .
9. During the course of the year, each driver (regular or substitute) must take up to four (4) hours of training in dealing with elderly and disabled persons, and will be provided by the Cities. Any compensation due to drivers for time spent attending such training will be the Operator's responsibility. Training may be scheduled by the Cities outside of normal business hours.
10. The Operator will provide, at the Operator's sole cost and expense, each driver (regular or substitute) with four (4) hours of defensive drivers training similar to that furnished by the National Safety Council, within one year of the driver providing services under this Agreement. Copies of this training will be sent to the ADA-Paratransit Coordinator along with an updated employee roster before January 15th of each year. Any compensation due to the drivers for time spent attending such training will be the Operator's responsibility.
 - The Operator need not provide such training for any driver who the Operator can show has received previous, similar training with periodic update and certification. All drivers will be subject to retraining once every three years. The Operator must show proof that its drivers are trained at any time during the contract term. Drivers shall be proficient in the use and operation of wheelchair lifts and security tie-downs. Such training may be beneficial in reducing overall fleet insurance costs for the Operator.
11. The Operator shall provide each driver and dispatcher with an operator's manual of the system operating procedures. Each driver shall be fully familiar with its contents.
12. All drivers shall be neatly attired, behave in a courteous manner and wear/display name identification when on duty. There will never be an excuse to be discourteous.
13. A current list of drivers, substitutes and dispatchers shall be provided to the ADA-Paratransit Coordinator during the first month of operation and quarterly thereafter. This roster is to include the date of the most recent defensive driver training course completed by each driver.

14. All drivers shall be required to undergo a background check that is conducted as needed by the Grand Forks Police Department. This provision is provided for in the Grand Forks City Code. Additionally, all employees providing ADA-Paratransit and Senior Rider service are required to follow the Cities Drug and Alcohol policies for employees of Cities Area Transit. Senior Rider drivers who are operating vehicles, which are designed to carry sixteen (16) or more passengers, will be required to have a Commercial Drivers License (CDL), with passenger endorsement.

B. VEHICLE- OPERATOR OWNED

The Operator, at its cost, shall ensure that all vehicles meet the following standards:

1. Operator supplied vehicles need not be new. However, the vehicle must meet all other criteria set forth herein to be suitable to accomplish the objectives indicated.
2. Each Operator supplied vehicle shall have air-conditioning and heat systems that must be maintained in good working order and be adequate for passenger comfort.
3. All vehicles shall be kept in safe and clean condition, both exterior and interior. At a minimum, vehicle exteriors are to be thoroughly washed no less than once a week or sooner if condition warrants cleaning. The Cities reserves the right to inspect vehicles before operation on any day. Any vehicle failing to meet standards shall be immediately brought up to standards or a suitable replacement put into immediate service.
4. The Operator shall provide daily inspection of all vehicles, perform preventative and routine maintenance and perform timely repairs in such a manner that vehicle warranties, where in effect, are maintained and that down time is minimized. Pre- and post-trip inspection shall be performed consistent with U.S. Department of Transportation regulations on the Cities provided vehicles.
5. Each Operator supplied vehicle shall be equipped at a minimum with a first-aid kit, an approved fire extinguisher and other emergency items as may be deemed necessary.
6. Each vehicle, while in service, shall be equipped with a two-way radio or comparable communication device, and all drivers shall be trained in the use of the equipment. **The Operator shall provide and install necessary equipment in all vehicles used for ADA-Paratransit or Senior Rider service at their expense.** The Operator is responsible for maintaining and replacing defective components at its own expense.
7. Wheelchair lifts shall be tested daily by operating them through one lift cycle before the vehicle starts its run and the Operator must maintain a maintenance program and log of all wheelchair lifts. The ADA-Paratransit Coordinator will randomly inspect this maintenance plan and log. All the Cities owned and Operator owned vehicles which have a wheelchair lift will be inspected quarterly by the mechanics at Cities Area Transit. It is the Operator's responsibility to contact the mechanic and arrange inspections.

8. The following items provided by the Cities shall be posted in each vehicle:
 - Current Paratransit and Senior Rider fare structure, if appropriate;
 - Cities supplied Paratransit brochures and Riders Guide;
 - No Smoking Sign
 - Civil Rights Notice
 - Driver's first name and photo identification
9. All Operator-supplied vehicles shall meet applicable U.S. Department of Transportation, State of North Dakota, State of Minnesota, and the Cities of Grand Forks and East Grand Forks requirements for vehicles in revenue service to the general public. The Operator shall be required to furnish proof all equipment used in revenue service has passed the Annual Safety Inspection conducted by Cities Area Transit. All equipment shall comply with these standards before being placed in revenue service.
10. The Operator shall have a procedure acceptable to the Cities to provide back-up vehicles immediately as needed.
11. Each Operator-supplied vehicle shall be properly registered in the State of North Dakota or Minnesota and shall comply with all applicable requirements.

C. REVENUES

1. The fare system shall be determined by the Cities and implemented by the Operator per the Cities Guidelines. The Cities shall use the per-ride fare system as prescribed in this contract and within the previous Request for Proposals.
2. There shall be no solicitation of tips by the drivers.
3. The Operator will be accountable for all funds collected.
4. The Operator will provide the ADA-Paratransit Coordinator with a written copy of its administrative procedures for revenue collected by the drivers.
5. The Operator shall be responsible for collecting all fares and tickets, if applicable, as required by the Cities. This includes the following:
 - The driver's manifest must clearly identify passengers who are fare-paying and the amounts to be collected based on information provided by Central Dispatch.
 - The Operator shall be responsible for any rides given to a non-eligible rider and charged to the Cities.
 - All books and records mentioned above, which are Paratransit or Senior Rider specific, shall be maintained accurately and be available for review by the ADA-Paratransit Coordinator or any of its agents at any time.
 - If a rider refuses to pay a fare, the driver will contact Central Dispatch for instructions.

- The Operator shall provide to the Cities a monthly Excel spreadsheet which accounts for each ride given on the ADA-Paratransit and Senior Rider system. See Exhibit E.
 - The Cities may elect at any time to install, at its expense, accounting equipment (“smart-card” system, automated dispatching, etc.) to assist in verifying the authenticity of each eligible trip/rider and to assist the Operator in obtaining its monthly reimbursement payment from the Cities in a timelier manner. Cities Area Transit will provide updated lists of all those who are eligible to ride the Paratransit and Senior Rider system. It is the Operator’s responsibility to check each Paratransit and Senior Rider card before providing a subsidized ride to ensure eligibility and to check all ID cards for those using the Senior Rider System (only those 62 and older or those with a grandfathered senior rider card are considered eligible riders).
6. The Cities may at any time during the contract period change these revenue requirements, as the Cities deems necessary to ensure that adequate controls are in place to protect the Cities interests.

D. CANCELLATIONS, NO-SHOWS, SERVICE DISCONTINUANCE

1. A ride reservation may be canceled by a rider or agency without charge up to two (2) hours before the trip.
2. If a customer does not appear for the ride or refuses to board the vehicle, the Operator will report it to Central Dispatch that the ride is considered a no-show. The Operator shall keep detailed records of no-shows on the manifest form. In this event, the Operator will provide a written account of no-shows or refusals.
3. Service may be discontinued due to hazardous weather or road conditions only with the approval of the Cities. The Cities will arrange for radio announcements. The Central Dispatcher will arrange direct telephone calls to inform the passengers of service discontinuation. If service must be discontinued for the day or significantly delayed due to a vehicle breakdown or other cause, the driver shall immediately inform Central Dispatch of the cause. Central Dispatch shall inform riders who have not been picked up of the delay or cancellation and then shall inform the Cities.
4. Service must be provided as required by Central Dispatch for all customers. If weather and/or road conditions do not permit this service, the driver must notify Central Dispatch. Customers will be expected to wait at an alternate location until the condition has been remedied. If such a change is made, the customer affected and Central Dispatch shall be notified immediately.

E. RIDER RELATIONS AND DRIVER RESPONSIBILITIES

1. The driver shall assist riders who need help boarding and leaving the vehicle according to proper techniques for passenger assistance.

2. Drivers shall assist the rider with bundles. For grocery-shopping trips, riders are limited to two (2) bags. The driver will assist riders with bags, which may include carrying the bags to the rider's final destination point. Drivers will not enter a passenger's home under any circumstances.
3. Drivers will not leave a vehicle unattended with passengers on board except in the case where the driver leaves the vehicle to assist another rider. In that event, the vehicle shall be safely parked, with the motor turned off and the ignition keys removed.
4. In the event of an accident the driver shall stay with the vehicle, contact Central Dispatch who will call the police and the Bus Maintenance Facility, and wait for a mechanic from the Bus Maintenance Facility to assess the vehicle condition and drivability. The Operator shall contact the ADA-Coordinator concerning any accident occurring while providing Paratransit or Senior Rider service.
5. In the event of a dispute with a passenger the driver shall remain courteous and ask the passenger to call the ADA-Paratransit Coordinator or submit the complaint in writing.
6. The driver shall make every effort to be courteous, helpful and informative.
7. Drivers are required to complete their daily safety check list, manifest and trip tickets neatly and correctly.
8. The driver shall relay rider concerns or questions about ADA-Paratransit operations to the Operator's manager or Central Dispatch. The Operator's Manager will be responsible for bringing these issues to the attention of the ADA-Paratransit Coordinator.
9. The Operator will require the rider to give the fare to the driver before proceeding with the trip.
10. A personal Care Attendant (PCA) shall ride for no charge when the PCA boards and leaves the vehicle at the same time as the rider to be assisted. The rider's ADA-Paratransit card will indicate if the Cities have approved the rider as eligible for a PCA. A PCA may only ride for free when the eligible rider has been determined to qualify for PCA service. The Operator's Central Dispatch is required to ask each new rider to express their intent to be accompanied by a PCA at the time each trip is arranged through Central Dispatch. If a PCA does not in some way, legitimately assist the eligible rider in reaching their destination, it should be immediately reported to the Cities. PCA misuse shall result in the Cities terminating all PCA privileges for the eligible rider.
11. For ADA-Paratransit service only, upon the request from the passenger, a companion must be allowed to accompany a passenger on a ride. All companions must have the same origin and destination as the eligible individual and are required to pay the going fare. An unlimited number of companions may be allowed to travel, provided that space is available for them on the vehicle carrying the eligible rider, and that transportation of the additional individuals does not result in a denial of service to another eligible rider. If an ADA-Paratransit

passenger has authorization for a PCA indicated on their ADA-Paratransit card, one person shall be allowed to travel with that passenger at no charge. Exceptions may be made in cases where the contractor contacts the Cities for special arrangements.

12. ADA eligible children under the age of eight (8) will be encouraged to be accompanied by a PCA or fare-paying adult. If special equipment is needed to transport an infant or toddler the family shall arrange to provide the equipment. The Cities, at the Operator's request, may require a PCA to accompany any passenger causing problems aboard any vehicle in revenue service.
13. Except those contained in pet containers, animals will not be permitted on revenue vehicles. All passengers claiming to have service animals are permitted but must be leashed and controlled at all times.
14. During winter months, it is the rider's responsibility to ensure that all sidewalks and pathways are clear of snow and ice at their residence. It is not the responsibility of the driver to shovel snow to enable a passenger to board the vehicle. If a passenger cannot be accommodated because of impossible boarding conditions, the trip should be considered canceled.

F. ELIGIBLE TRIP PURPOSES

Riders will be provided with transportation for any trip purpose on the ADA-Paratransit service. No priority is given to one trip propose over another within each program. The Operator will not be limited to the amount of trips an individual may take in any given time period or for any category. However, under no circumstances will the Senior Rider service interfere with the federally mandated ADA-Paratransit service. The Senior Rider financial and ridership data must be separate from the ADA-Paratransit service. All ADA-Paratransit trips will have priority over any Senior Rider trips.

G. DELIVERY AND EMERGENCY SERVICE

Under no circumstances is the ADA-Paratransit Program or the Senior Rider Program to be used as a delivery service. An eligible trip must include an eligible rider. The Cities will subsidize trips for eligible riders only, not deliver non-human cargo. Under no circumstances will any vehicle that is used in the ADA-Paratransit service or Senior Rider service for the Cities to be used as an ambulance. In all cases of an emergency, where passenger(s) need to be transported to a medical treatment facility, 911 must be called.

Operator Responsibilities

The Operator will have three (3) main responsibilities for the ADA-Paratransit and Senior Rider program's operation:

1. To provide qualified, competent and courteous staff and safe, clean vehicles to accomplish the system's ADA-Paratransit and Senior Rider requirements. Each driver must possess

necessary licenses or permits as required by law, including a chauffeur's license if required. New drivers must also pass a background check by the Grand Forks Police Department as required by Grand Forks City Code.

2. To provide fleet management, including all maintenance and repairs, unless otherwise referenced in this Agreement.
3. To provide the necessary management and administration in order to accomplish items 1 and 2, to provide efficient, quality daily scheduling and service, and provide the required reports in a punctual manner.

These responsibilities will be accomplished by providing at a minimum the following:

A. PERSONNEL AND EMPLOYEE PRACTICES

The Operator will:

1. Operate the designated system according to the operating policies and standards contained in this Agreement.
2. Hire, train and supervise drivers and dispatchers and monitor their performance.
3. Maintain a list of qualified substitute drivers and/or dispatchers so that absenteeism does not affect service.
4. Provide periodic on-the-road evaluations of driver performance and vehicle cleanliness.
5. Strive to provide service in a manner, which will maximize productivity, and customer service at the same time.
6. Investigate all complaints and contact the complaining party when possible.
7. Meet with the ADA-Paratransit Coordinator on a regular basis to assess service performance.
8. Require both drivers and passengers to use seat belts for all ADA-Paratransit and Senior Rider riders in operator-owned taxi sedans as per Grand Forks City Code.
9. Require all disabled passengers to use both tie-down and passenger restraint systems as per Grand Forks City Code and ADA Wheelchair tie-down policy. Any passenger who refuses to use both tie-down and passenger restraint systems will not be allowed to use the ADA-Paratransit or Senior Rider Service. This is a safety issue and safety must be the first priority.
10. Require staff and driver to submit to drug and alcohol testing as required by the Cities. The categories of testing will include pre-employment, random, reasonable suspicion, post-accident, return-to-duty and follow-up. This procedure will require the use of a Certified

Testing Laboratory and a Medical Review Office (MRO). The cities shall pay for these required tests.

B. FLEET MANAGEMENT

The Operator will:

1. Provide sufficient, suitable and capable vehicles to meet all service requirements, including access to backup vehicles.
2. Provide complete maintenance for all vehicles used in the system, including, but not limited to:
 - Daily vehicle checks on lights, flashers, wipers, air conditioning/heating, brakes, fuel, oil, tires, lifts and interior cleanliness.
 - Regular routine maintenance and warranty maintenance checks.
 - Major maintenance at manufacturers' suggested time or mileage intervals.
 - All mechanical, electrical, exhaust system, brakes, suspension and tire repairs or replacements.
 - Clean interior and exterior
3. Provide necessary fuel, spare parts and supplies.
4. Provide necessary maintenance of two-way radios.
5. Provide necessary maintenance of fare meters.

C. REPORTS AND INVOICES REQUIRED

Monthly invoices and reports shall include such data as required by the Cities.

D. MAINTAIN REQUIRED INSURANCE

The Operator shall furnish certificates from an insurance company acceptable to the Cities indicating that it has insurance as follows:

1. **Workmen's Compensation- North Dakota State Levels.**
2. Commercial General Liability (limit \$500,000) and Auto Liability (limit \$1,000,000). Any applicable deductible shall be the Operator's responsibility.

E. GENERAL ADMINISTRATION

The Operator shall:

1. Cooperate with any marketing activities established by the Cities.

2. Report accidents and incidents immediately to the ADA-Paratransit Coordinator.
3. Record no-shows or refusals as indicated elsewhere in these specifications.
4. Record and report complaints according to outlined procedures.
5. Provide monthly ridership reports and an invoice to the Cities within ten (10) working days of the last day of the month of service. The invoice shall be on a form acceptable to the Cities and shall contain such detailed information, as the ADA-Paratransit Coordinator deems necessary, in order to authorize payment.
6. The Cities will be receiving funding to operate under grants issued by Federal, State and local government or government agencies. All financial records and data concerning the management and operation of the system shall be kept for a period of at least six (6) years after completion of the Agreement. The Operator shall furnish the Cities with such information, statistics and data as required by the ADA-Paratransit Coordinator.
7. The Operator may not unilaterally implement company policy that directly affects or changes the system's operation or is in conflict with its contract with the Cities without prior discussion and approval by the ADA-Paratransit Coordinator.
8. Comply with all provisions as outlined in the original Request for Proposals and previously signed by the owner of Grand Forks Taxi.

F. CITIES LEASED VEHICLES

The Cities may lease vehicles to the Operator under the terms and conditions prescribed in **Exhibit C- Vehicle Expectations**.

The Operator shall use the vehicle in a careful and proper manner and shall permit the vehicle to be operated only by competent and qualified employees. The vehicle shall be operated as follows:

1. Subsidized ADA-Paratransit trips funded by the Cities of Grand Forks and East Grand Forks shall be given priority over any other trips. These customers shall not be "bumped" by any other non-Cities funded trips such as regular taxi service or Senior Rider Service.
2. The vehicle is to be used in the Metropolitan Area of Grand Forks-East Grand Forks for urban service unless otherwise authorized by the Cities and will not be used by the Operator for any other service other than ADA-Paratransit or Senior Rider service.
3. The vehicle shall be used in compliance with the requirements of the Americans with Disabilities Act (ADA).

4. The Operator shall not use the Cities vehicle for any purpose other than providing the services called for under this Agreement unless, that service is being provided in conjunction with the established ADA-Paratransit or Senior Rider service.
5. Upon termination of this Agreement, (see Item 2-Contract Period) or upon the Cities request in the event of the Operator's default, the Operator shall deliver the Cities vehicle to the Cities at the Operator's expense, in good condition, ordinary wear and tear resulting from proper use excepted, and free and clear of encumbrances. See Exhibit C, Maintenance Agreement item 3.

G. GENERAL INFORMATION

1. Customers to be served by the Operator are ADA eligible and Senior Rider eligible passengers. These are citizens who, for any number of reasons, possess a disability which inhibits them from using the Cities Bus System or in the case of Senior Rider service are 62 or older. The Cities will determine customer eligibility through a federally mandated ADA certification process. An eligible rider must have a valid ADA-Paratransit ID card in order to ride at the subsidized rate. The Cities shall provide an updated listing of ADA eligible riders to the Operator on an as needed basis. Visitors from other cities with a valid ADA-Paratransit ID card may make reservations and use the Dial-A-Ride (Paratransit) service the same as residents. All passengers using the Senior Rider service must be at least 62 years of age or older.
2. The Cities of Grand Forks, North Dakota and East Grand Forks, Minnesota operate its ADA-Paratransit Program under the six (6) service criteria as defined by the Department of Transportation- Federal Transit Administration (DOT-FTA) and under the provisions of its **Joint Paratransit Plan**.

Exhibit B
Request for Proposals
Paratransit and Senior Rider Services Proposal
For the Cities of
Grand Forks, ND and East Grand Forks, MN

DRAFT

Exhibit C

ADA-Paratransit and Senior Rider Program Vehicle Expectations

A. OPERATOR EXPECTATIONS

The Cities will be handling the preventative maintenance on the vehicles that are owned by the Cities. The Cities do expect that the vehicles that are owned by the operator and used as supplementary vehicles for the Paratransit and Senior Rider service are to be kept up on preventative maintenance. Operator owned vehicles must meet the same standards as City owned vehicles for the Paratransit and Senior Rider Service. To this end the Cities will expect the Operator to keep track of all maintenance records for each vehicle that is used for the Paratransit and Senior Rider Service.

B. DRIVER EXPECTATIONS

Drivers will be expected to fill out a vehicle driver inspection check list daily before leaving for the first run of the day. This check list will be turned in daily. If the vehicle is not working properly working it must be taken out of service until it is fixed and a different vehicle used for the day. This will be expected of all drivers and vehicles used for the Paratransit and Senior Rider Service.

At the end of the day the drivers will clean out the garbage from the inside of the vehicle and wash the outside of the vehicle for the next day. This will happen on a daily basis. This will be expected of all drivers and vehicles used for the Paratransit and Senior Rider Service.

C. CHECK LISTS

Exhibit D

Service Criteria for ADA-Paratransit

A. SERVICE AREA

1. The entity shall provide complementary ADA-Paratransit service to origins and destinations within corridors with a width of three-fourths of a mile on each side of a fixed route, within the boundaries of the City limits of both Cities. The corridor shall include an area with a three-fourths mile radius at the ends of a fixed route.
2. Within each core service area, the entity shall also provide service to small areas not inside and of the corridors but are surrounded by corridors.
3. Outside the core service area, the entity may designate corridors with widths from three-fourths of a mile up to one and one-half miles on each side of a fixed route based on local circumstances.
4. For purposes of this paragraph, the core service area is a width of three-fourths of a mile on each side of a fixed route merged together so that together all origins and destinations within the area would be served.

B. RESPONSE TIME

The entity shall schedule and provide ADA-Paratransit service to any ADA-Paratransit eligible person at any requested time in response to a request for service made the previous day. Reservation may be taken by reservation agents or by mechanical means.

1. The entity shall make reservation service by a person available during the following hours:
 - Take reservations for the next day:
 - ❖ Monday through Friday from 6:30 AM to 5:00 PM.
 - ❖ Saturday from 8:00 AM to 5:00 PM.
 - ❖ Sunday/Holidays from 4:00 PM to 5:00 PM.
 - Answering Service/Machine
 - ❖ All calls after 5:00 PM will be answered by an answering service/machine and considered same day service and will be work into the schedule if they can be.
 - ❖ All calls will be answered by an answering service/machine when not answered by a reservationist.
 - ❖ Reservationist will call back to confirm the reservation requested over the answering service/machine.
2. The entity may negotiate pick-up times with the individual but the entity shall not require an ADA-Paratransit eligible individual to schedule a trip more than one hour before or after the individual's desired departure time.
3. The entity may use real-time scheduling in providing complementary ADA-Paratransit Service.

4. The entity shall permit advance reservations to be made up to 14 days in advance of an ADA-Paratransit eligible individual's desired trip.

C. FARES

The fare for a trip charged to an ADA-Paratransit eligible user of the complementary ADA-Paratransit service shall not exceed twice the fare that would be charged to an individual paying full fare (i.e. without regard to discounts) for a trip of similar length, at a similar time of day, on the entities fixed route system. Currently, is \$3.00 for both ADA-Paratransit and Senior Rider passengers.

1. The fares for the individuals accompanying ADA-Paratransit eligible individuals, who are provided service under §37.123(f) of this part, shall be the same as for the ADA-Paratransit eligible individuals they are accompanying.
2. A Personal Care Attendant shall not be charged for complementary ADA-Paratransit service.
3. The entity may charge a fare higher than otherwise permitted by the paragraph to a social service agency or other organization for agency trips (i.e., trips guaranteed to the organization).

D. TRIP PURPOSE RESTRICTIONS

The entity shall not impose restrictions or priorities based on trip purpose.

E. HOURS AND DAYS OF SERVICE

The complementary ADA-Paratransit service shall be available throughout the same hours and days as the entity's fixed route service.

F. CAPACITY RESTRAINTS

The entity shall not limit the availability of complementary ADA-Paratransit service to ADA-Paratransit eligible individuals by any of the following:

1. Restrictions on the number of trips an individual will be provided;
2. Waiting lists for access to the service; or
3. Any operational pattern or practice that significantly limits the availability of service to ADA-Paratransit eligible persons. Such patterns or practices include, but are not limited to, the following:
 - Substantial numbers of significantly untimely pickups for initial or return trips;
 - Substantial numbers of trip denials or missed trips; or

- Substantial numbers of trips with excessive trip lengths.

Operational problems attributable to causes beyond the control of the entity (including, but not limited to, weather or traffic conditions affecting all vehicular traffic that were not anticipated at the time a trip was scheduled) shall not be basis for determining that such a pattern or practice exists.

G. REFUSAL OF SERVICE

Service may be refused to anyone who is seriously disruptive or commits an act in violation of an established regulation or law of the Cities of Grand Forks, North Dakota or East Grand Forks, Minnesota; or the States of North Dakota or Minnesota; or the United States.

Seriously disruptive behavior does not include conduct related to a person's disability, which may be disruptive or annoying to other passengers. An example of this is a person with Tourette's Syndrome who may periodically utter involuntary profane statements. Also, disruptive behavior does not include an unfounded fear of a condition by other passengers. For example, a HIV positive passenger cannot be refused service due to a fear of other passengers.

Refusals of service shall be recorded. If refusal of service is made for reasons other than the time requested was not available, the reason will be documented and a copy provided to the passenger or their guardian. All passengers who are refused service (short or long term) will be given the opportunity to appeal the final decision. Steps on how to apply or an appeal will be provided in writing to those who wish to appeal any decision to discontinue service.

**Exhibit E
Rider's Guide
Cities Area Transit (CAT)
Paratransit Service**

DRAFT

Exhibit F
Monthly Spreadsheets for Paratransit and Senior Rider Service

DRAFT



Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-4705

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Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

November 24, 2010

Ms. Jerry Lucke, Finance Director
City of East Grand Forks
600 Demers Avenue
PO Box 373
East Grand Forks, MN 56721-0373

RE: Redemption of:
General Obligation Bonds of 2001

Dear Mr. Lucke:

Enclosed you will find a copy of the Resolution Calling for the Redemption of the above-referenced Bonds, along with a meeting sheet and certification pages. After the City Council meets to consider this Resolution, please fill out the meeting sheet, have the certification pages signed, and return them to me in the enclosed envelope.

If you have any questions, please feel free to call. Thank you, and I look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Jan Morin".

Jan Morin
Associate Bond Services Analyst

Enclosures

CERTIFICATION OF MINUTES RELATING TO
REDEMPTION OF OUTSTANDING BONDS

Issuer: City of East Grand Forks, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on Tuesday, December 21, 2010 at 5:00 p.m. at the City Hall in East Grand Forks, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. 10-12-xxx

RESOLUTION AUTHORIZING THE REDEMPTION OF GENERAL
OBLIGATION BONDS OF 2001

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 21st day of December, 2010.

(SEAL)

City Administrator

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

RESOLUTION AUTHORIZING THE REDEMPTION OF GENERAL OBLIGATION BONDS OF 2001

BE IT RESOLVED by the City Council of City of East Grand Forks, Minnesota (the "City"), as follows:

Section 1. The City has issued its \$1,045,000 General Obligation Bonds of 2001, dated as of December 1, 2001 (the "Bonds") pursuant to Resolution No. 01-12-83-C, adopted by this council on December 4, 2001.

Section 2. Bonds maturing in the years 2012 and thereafter, are subject to redemption and prepayment on February 1, 2011 and any date thereafter, upon notice of call for redemption thereof mailed not less than 30 days before the date specified for redemption to the bank at which principal and interest are payable and to the holder of each bond, if known.

Section 3. The City has determined that there exists sufficient moneys to redeem on February 1, 2011 all of the Bonds maturing on and after February 1, 2012, and has requested that the City Council approve such redemption of the Bonds. The redemption of the Bonds described above is hereby approved and the Mayor and City Administrator are hereby authorized and directed to cause the Bonds to be redeemed on February 1, 2011.

Section 4. U.S. Bank National Association, in St. Paul, Minnesota, the bank at which principal and interest on the Bonds are payable, is hereby authorized and directed to cause the notice of redemption required by Section 2.04 of Resolution 01-12-83-C to be mailed in accordance with such Section 2.04 to the registered holders of the Bonds to be redeemed.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: December 21, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 21st of December, 2010.

Mayor