

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
DECEMBER 21, 2010
5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A 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.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of December 7, 2010.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of December 14, 2010.

SCHEDULED BID LETTINGS: NONE.

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.

3. Consider approving the application for a special event license for the U.S.C.C. Racing, Inc. for January 2, 2010 from 8:30 am to 4:30 pm.
4. Consider approving the application for an Exempt Gambling Permit for a raffle for Min-Dak Border Chapter of MN Deer Hunters to be held February 5, 2011 at the Eagles Club, 227 10th St. NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
5. Consider approving the Final Plat for Coulee View Addition.
6. Consider approving the Paratransit Contract to Grand Forks Taxi.

7. Consider approving the fare increase for the Dial-A-Ride and Senior Rider from \$2.75 to \$3.00.
8. Consider approving the Intergovernmental Agreement between the Cities of Grand Forks and East Grand Forks.
9. Consider adopting Resolution No. 10-12-128 a Resolution approving the 2040 Land Use Plan update.
10. Consider adopting Resolution No. 10-12-129 a Resolution authorizing the redemption of General Obligation Water Revenue Bonds, Series 2001.
11. Consider approving the request to file the report of feasibility, authorize the preparation of plans and specifications, and set hearing date for “2011 Assessment Job No. 2/3– Utilities and Street Construction” – Industrial Park Second Addition.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

12. Regular meeting minutes of the Resurrection Cemetery Commission Meeting for December 8, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

CLAIMS:

13. Consider adopting Resolution No. 10-12-130 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 8207 for a total of \$211.20 whereas Council Member Gregoire is personally interested financially in the contract.
14. Consider adopting Resolution No. 10-12-131 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank for the goods referenced in check number 8244 for a total of \$720.73 whereas Council Member Buckalew is personally interested financially in the contract.
15. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

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

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

Work Session – January 11, 2010 – 5:00 PM – Training Room

**UNAPPROVED MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, DECEMBER 7, 2010 – 7:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for December 7, 2010 was called to order by Council President Dick Grassel at 7:00 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 Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

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.

Charlotte Johnson, 601 5th Ave. NE, discussed her evaluations on her tax statement. City Council directed her to contact Rob Wagner, Polk County Assessor.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of November 16, 2010.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 23, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE ITEMS ONE (1) AND TWO (2) AS SUBMITTED.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

SCHEDULED BID LETTINGS:

3. Consider approving the request to award the base bid for “2011 Assessment Job No.2 – Industrial Park” to FS Engineering for the total bid price of \$102,000.00.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE THE REQUEST TO AWARD THE BASE BID FOR “2011 ASSESSMENT JOB NO.2-INDUSTRIAL PARK” TO FS ENGINEERING FOR THE TOTAL BID PRICE OF \$102,000.00.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

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 approving the following Taxi Cab License Renewal:
 - a. S&S Towing and Repair/Mike Swala, 300 2nd Ave NE, East Grand Forks, MN 56721.
5. Consider approving the application for a special event license for the Red River Sled Dog Derby starting February 19, 2010 at 1:00 pm and ending February 20, 2010 at 1:00 pm.
6. Consider approving the application for an Exempt Gambling Permit for a raffle for Our Saviors Lutheran Church to be held January 30, 2011 at Our Saviors Lutheran Church, 1515 5th Ave. NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
7. Consider approving the application to conduct off-site gambling for a raffle for the East Grand Forks Blue Line Club to be held December 15, 2010 at the American Legion, 1009 Central Ave., East Grand Forks, MN 56721.
8. Consider approving the request to remodel the dispatch area in the Police Department and approve the quote from GW & Sons Construction Inc. for a total amount of \$28,400.00.
9. Consider approving the quote for City Hall Window Shades to Decorating Concepts for the total amount of \$46,720.00.
10. Consider approving the Lutheran Social Services (LSS) Senior Nutrition Program Site Use Agreement for the East Grand Forks Senior Center and authorize the City Administrator/Clerk-

Treasurer to sign on behalf of the City.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE CONSENT MOTIONS NUMBER FOUR (4) THROUGH TEN (10) AS SUBMITTED.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

11. Regular meeting minutes of the Water, Light, Power and Building Commission for October 7, 2010.

12. Regular meeting minutes of the Water, Light, Power and Building Commission for November 4, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

13. Consider adopting Resolution No. 10-12-123 amending the Figure Skating fees for the 2011-2012 skating season.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-12-123 AMENDING THE FIGURE SKATING FEES FOR THE 2011-2012 SKATING SEASON.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

14. Consider adopting Resolution No. 10-12-124 approving the 2011 Budget and to authorize specific financial related activities.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-12-124 APPROVING THE 2011 BUDGET AND TO AUTHORIZE SPECIFIC FINANCIAL RELATED ACTIVITIES.

Council Member DeMers stated that the budget is a lot of work and thanked staff involved in the budget. Mayor Stauss also thanked the taxpayers. Council Member Pokrzywinski would like to see a year by year utility bill comparison similar to the tax statement.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

15. Consider adopting Resolution No. 10-12-125 approving the 2010 Tax Levy, Collectable in 2011.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-12-125 APPROVING THE 2010 TAX LEVY, COLLECTABLE IN 2011.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

CLAIMS:

16. Consider adopting Resolution No. 10-12-126 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 8070 for a total of \$1,682.21 whereas Council Member Gregoire is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADOPT RESOLUTION NO. 10-12-126 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM BERTS TRUCK EQUIPMENT THE GOODS REFERENCED IN CHECK NUMBER 8070 FOR A TOTAL OF \$1,682.21 WHEREAS COUNCIL MEMBER GREGOIRE IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Leigh, and Pokrzywinski.

Voting Nay: None.

Abstain: Gregoire.

17. Consider adopting Resolution no. 10-12-127 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank for the goods referenced in check number 8106 for a total of \$2,011.16 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-12-127 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK FOR THE GOODS REFERENCED IN CHECK NUMBER 8106 FOR A TOTAL OF \$2,011.16 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: DeMers, Grassel, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

Abstain: Buckalew.

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

A&L Siding & Home Improvement Center Inc.	Nash Park/Hail Storm/Reshingle Shed	\$4,501.00
Acme Electric Companies	Impact Driver/Safety Jackets/Ladder/Hose	\$1,693.35

Agri-Valley Grand Forks Petroleum	Diesel fuel	\$19,221.54
Aker Dave	Reimb Meal/Mileage/Alexandria & TRF	\$249.50
Albrecht Manufacturing	Rebuild Snow Bucket	\$3,048.72
Alltel	Cell Phone Service	\$396.98
American Tire Service	Repair Flat	\$32.20
American Tire Service Inc	4 Tires & Front End Alignment #510	\$63.15
Ameripride Linen & Apparel Services	Cleaning Supplies/Service	\$470.24
Anytime Plumbing	Bathroom Sink Repair	\$125.01
Applied Concepts	Rear Radar Antenna Cable #543	\$109.01
Baker & Taylor Co	Books	\$388.32
Barnes Distribution	Inventory & Shop Supplies	\$180.83
Bartlette Steve	Reimb Ref Fees	\$90.00
Batteries Plus	Batteries	\$94.56
Becker Arena Products Inc	Flooding Hose	\$81.35
Bert's Truck Equipment	Tarp For Salt & Sand Pile	\$1,682.21
Blue Cross Blue Shield of ND	EDHA Insurance 12/1/10 - 1/1/11	\$5,764.50
Brite-Way Window Cleaning	Cleaning Service	\$50.00
Brodart Co	Books	\$352.66
Bruce Jay	Clean Demers Bldg	\$75.00
Burris Kim	Refund Kenady Burris Basic 2/Broken Arm	\$65.00
Business Essentials	Planners/Schedule Book/Supplies	\$116.63
C&R Laundry & Cleaners	Dry Cleaning/Parks	\$56.75
Canon Financial Services	Copier Service	\$167.10
Carquest Auto Parts	Hyd Adapters/Hose End	\$379.19
Cash Donald Scott	Oct 2010 Dial-A-Ride	\$2,350.11
Coalition of Greater MN Cities	CGMC Fall Conference	\$540.00
Cole Papers Inc	Tissue/Cleaner	\$296.21
Cole Papers Inc	Cleaning supplies	\$97.28
Deluxe Business Checks & Solutions	1099-Misc Forms	\$109.55
DeMers Marc	Reimb Meal/Mileage/Alexandria/CGMC Conf	\$237.75
EGF Firemen's Relief Association	Fire State Aid 2010	\$33,815.00
Electric Pump	Repair Flygt Pumps	\$1,157.35
Experience Works	Community Partnership Campaign	\$250.00
Explorer Post #38	Squad Car Cleaning	\$100.00
Exponent	Parking Ordinance	\$314.65
Fire Safety USA	Uniforms	\$795.00
Flat Plains Services Inc	Snow Removal/Demers Bldg	\$282.50
FS Engineering	Professional Services	\$48,178.77
G&K Services	Mats	\$147.70
Gaffaneys	Paper/Calendar	\$24.63
Gale	Books	\$93.58
George's Quick Printing	Street Maint Door Hangers	\$427.50
Gerrells Sport Center	Pads/Puck Bags/Game Pucks	\$771.80

GF Fire Equipment	Service Fire Extinguishers	\$396.84
GF Herald	Sr Center Dance/Fall Bazaar	\$167.41
GGF Convention & Visitors Bureau	Lodging Tax/Plaza Motel Oct 2010/E Grand Inn Sept/Oct	\$1,798.96
GLSports Inc	Hockey Jersey (Girls)	\$1,635.00
Grand Forks City	3rd Qtr Trans	\$49,363.00
Grassel Richard	Reimb Meal/Mileage/Alexandria/CGMC Meeting	\$237.75
Gyolai Erik	Reimb Coach Fees	\$180.00
Hajicek Rick	Cleaning 11/8/10 - 11/12/10	\$142.50
Hardware Hank	Maint Supplies	\$2,011.16
Hearn Jason	Reimb Ref Fees	\$90.00
Heartland Paper	Squeegee/Handle/Soap/Cleaner/Tissue/Pads	\$648.48
Hegg Justin	Reimb Gas/Moorhead	\$62.00
Holiday Credit Office	Gas/Travel	\$242.32
Home of Economy	Extension Cord	\$48.01
Hugo's	Supplies	\$123.40
Huizenga Scott	Reimb Meals/Alexandria/CGMC Meeting	\$50.25
Huntsville Township	Furnish & Install Light	\$4,787.00
Ingeman Ryan	Reimb Ref Fees	\$45.00
Integrated Process Solutions Inc	WW #2 Lift Station OIT Install	\$2,650.00
Jet Way Multiple Services Inc	WW Sanitary Cleaning	\$1,687.50
Kelly Services	Temp Services	\$311.50
Know Buddy Resources	Books	\$124.70
Laker Chemical	WW Degreaser	\$1,613.81
Liberty Business Systems	Photo Copier	\$73.59
Librarians' Choice	Books	\$177.12
Locators & Supplies Inc	WW Utility Markers	\$1,086.68
Lumber Mart	Cement Mix	\$9.28
Lynne Gladwin	Reimb Postage/Signs	\$42.35
M&W Services	Standard Road Salt	\$1,084.38
MacQueen Equipment	PTO Gear Case Lower Shaft	\$4,584.25
Mahon Bernadine	Reimb Mileage/Crookston	\$25.00
Marco	Copier Service	\$291.17
McDonald's of EGF	Prisoner Meals	\$48.89
Meritcare	Drug & Alcohol Testing/Immunizations	\$393.00
Metropolitan Planning Organization	Planning & Transit Hours Oct 2010/Local Share Oct	\$9,827.83
Micro-Marketing LLC	Books on CDs	\$296.27
Midcontinent Communications	Cable Sr Center/Sunshine Terrace	\$797.47
Midway Industries	Rink Bulbs	\$398.57
Midwest Refrigeration Inc	Compressor Fan Work	\$113.75
Mike's Pizza	St Aid Task Force Meal	\$66.82
MN Commissioner of Transport	Striping	\$4,451.71
MN Dept of Revenue VOID****VOID****VOID***	Sales & Use Tax Oct 2010	\$298.00
MN Pollution Control Agency	MS4 General Permit	\$400.00

Nardini Fire Equipment Co.	Fire Ext Inspection	\$71.95
Newman Signs	X-Mas Banner Brackets	\$1,710.33
Northern Plumbing Supply	Suction Gun	\$33.31
O'Grady Publishing Company	Book	\$21.00
O'Reilly Auto Parts	Maint Supplies/Parts	\$1,183.25
Odland Fitzgerald Reynolds & Harbott PLLP	First Appearances	\$340.00
Old Dominion Brush	Repair Parts #112	\$2,685.64
Opp Construction	Epoxy For Wall Flood Plate	\$2,597.36
OSI Environmental Inc.	Used Oil Filters	\$100.00
Paras Contracting	10 CP3 Est 3 FINAL	\$6,558.66
Paul Grzadzieleski	Stump Removal	\$220.00
Peak Performance	Sunshine Terrace	\$320.25
Polk County Attorney-Widseth	Admin Forfeiture of Property Seized/Case 10-1954	\$17.05
Polk County Recorder	Recording Fees	\$92.00
Power Equipment Shop	Chaps	\$111.12
Praxair Distribution	Oxygen For Shop/Acetylene	\$189.88
Premium Waters Inc	Water Service	\$24.50
Quill Corp	Office Supplies	\$253.75
Qwest	Phone Service	\$1,855.91
RDO Powerplan OIB	2010 Henke Snow Plowblade	\$16,513.32
RDO Truck Centers	Starter #155	\$346.97
Riendeau Donny	Hockey Coaches Clinic	\$120.00
RMB Environmental Lab Inc	WW Pre Discharge Sample	\$118.00
Roto Rooter	Shower Drain/Toilet Repairs	\$280.00
Rydell Chevrolet	Chevy Pickup Door Parts	\$279.82
Rydell Chevrolet	Chevy Pickup Door Parts/Dome Light	\$53.68
Schafer Mark	Reimb Gas/Bemidji	\$42.00
Shooting Star Casino Hotel and Event Center	Lodging/Michelle Manias	\$67.13
Solem Robin	Training Reimb	\$45.00
Spruce Valley Corporation	09 CP1 Est 11	\$6,394.00
Standard Register	W2's/1099's	\$272.26
Stauss Bill	Reimb Coaches Clinic	\$260.00
Stauss Lynn	Reimb/Meal/Mileage/Alexandria/CGMC Meeting	\$237.75
Strata Corp	09 CP3 Est 10 FINAL/10 CP1 Est 4	\$75,186.81
The Chamber of EGF/GF	Membership Dues/City/EDHA/RRSRA	\$1,085.00
Thomas Bouregy & Co	Books	\$139.50
True Temp	RTU Motor Burned Out/Service Boilers/Maint Work	\$540.46
Try-County Refrigeration	Service Furnace	\$230.00
Univar USA Inc	Mosquito Control	\$2,181.87
Valley Truck	Batteries #104/Battery Tender/Battery Post Adapt	\$297.58
Vilandre Heating & A/C	Boiler Started	\$78.00
Waste Mgmt	Recycle Roll Off's	\$1,272.81
Water & Light Department	Monthly Services	\$178,421.50

Weber George	Reimb Ref Fees	\$90.00
White Banner	Uniform Shirts/Hart	\$376.00
Wizard's Enterprises Inc.	Custodial Services	\$490.00
Xcel Energy	Monthly Services	\$5,004.00
	Total	\$531,136.32

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO FORMALLY THANK ALL THOSE INVOLVED IN THE BUDGET PROCESS.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mr. Huizenga stated that he and Mayor Stauss met with the City of Crookston officials and Representative Kiel.

Mr. Wachter thanked the Police Department and Fire Department for the rapid response to the 911 call at the Public Works Department.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE DECEMBER 7, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 7:19 P.M.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, DECEMBER 14, 2010 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for December 14, 2010 was called to order by Council President Dick Grassel 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 Dick Grassel, Council Vice President Henry Tweten, Council Members Marc DeMers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Greg Boppre, City Engineer; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Teri Kouba, MPO; Matt Leal, MPO; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM

1. American Crystal Update – Lloyd Kennedy & Joe Talley

Mr. Kennedy and Mr. Talley from American Crystal Sugar gave an update on the progress on the odor reduction. Mr. Kennedy stated that the completion date should be the 2nd week in May and will be processing juice until June. He announced that they received a noise complaint due to the propane cannons to scare away the Canadian Geese. American Crystal Sugar representative stated that they are willing to help with the 10th Avenue issue.

2. 2010 City Project No. 11 – Civic Center Improvements – Scott Huizenga

Mr. Huizenga informed City Council that City staff, ISD#595, and Blue Line Club have met to discuss Civic Center improvements. The group has selected two options for consideration. Option #1, Northeast Addition for construction costs of \$517,840.00 or Option #3, Under the west bleachers for construction costs of \$317,520.00. Mr. Huizenga suggested Option #3 which would cost approximately \$400,000 for the entire project. Mr. Pace, School Superintendent, stated that the facility in which they rent must meet Title IX requirements. Council Member Gregoire asked if the City paid for the improvements, would the school then have an increase in rent. Mr. Pace stated that this would be the agreement. Discussion occurred regarding the current locker rooms and the Title IX requirements. Mr. Huizenga and Mr. Pace

will work together on an authorization of design and lease agreement and bring back to Council for discussion.

3. 2040 Land Use Plan – Nancy Ellis & Matt Leal

Mr. Leal gave a brief presentation on the 2040 Land Use Plan updates and gave a brief summary on each chapter.

4. Intergovernmental Agreement – MPO

Ms Kouba stated that the current agreement will end December 31, 2010. The new agreement keeps the transit system as it is right now but is flexible that if changes are needed or wanted by both Cities, this could happen. To end the agreement both Cities must agree and follow the dissolution steps, budgets will be updated on a yearly basis and become part of the agreement when the budget is updated. Exhibits may also change. This item will be referred to Council for action.

5. Fare Increase – MPO

Ms Kouba announced that the new contract that was out for bid this year for Dial-A-Ride and Senior Rider Programs brought back bids that were higher than expected. She recommended to increase fare from \$2.75 to \$3.00. This item will be referred to Council for action.

6. Paratransit & Senior Rider Proposal – MPO

Ms Kouba informed City Council that Grand Forks Taxi was the only company to submit a proposal. She stated that the contract follows the RFP. This item will be referred to Council for action.

7. General Obligation Bonds – Jerry Lucke

Mr. Huizenga stated that this is a Resolution Calling for the Redemption of the General Obligation Bonds of 2001. Mr. Huizenga informed City Council that there is approximately \$500,000 remaining saving the City around \$56,000.

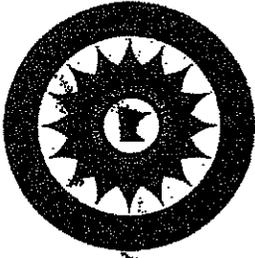
ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE DECEMBER 14, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:23 P.M.

Voting Aye: Grassel, Buckalew, Tweten, Gregoire, Leigh, Pokrzywinski, and DeMers.

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

APPLICATION FOR SPECIAL EVENT

License Fee: 3

Organization Information		
<u>U.S.C.C. Racing Inc.</u>	<u>701-248-2029</u>	
Organization Name	Organization Phone Number	
<u>P.O. Box 273 Minto, ND 58261</u>	<u>701-360-1445</u>	
Organization Address	City	State Zip

Applicant Information		
<u>Pat Mack</u>	<u>701-360-1445</u>	
Applicant Name	Applicant Phone Number	
<u>P.O. Box 273</u>	<u>Minto, ND 58261</u>	
Applicant Address	City	State Zip

Special Event Information		
<u>Jan 2, 2010</u>	<u>8:30 A</u>	<u>4:30 pm</u>
Date of Event	Start Time	End Time
<u>GRAND CITIES 100 Snowmobile Race - 3RD Annual - Event to be</u>		
Explanation of Event		
<u>Based out of LaFave Park area, & utilize the Red River and</u>		
<u>adjacent Stone area. Same route planned as previous two years.</u>		
Route/Area of Event (include map) <u>Weather permitting</u>		
<u>Snow removal for parking. Expecting approx 400 vehicles.</u>		
Special Requests (Staff, Road Closures, Etc)		

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Pat Mack
Signature of Applicant

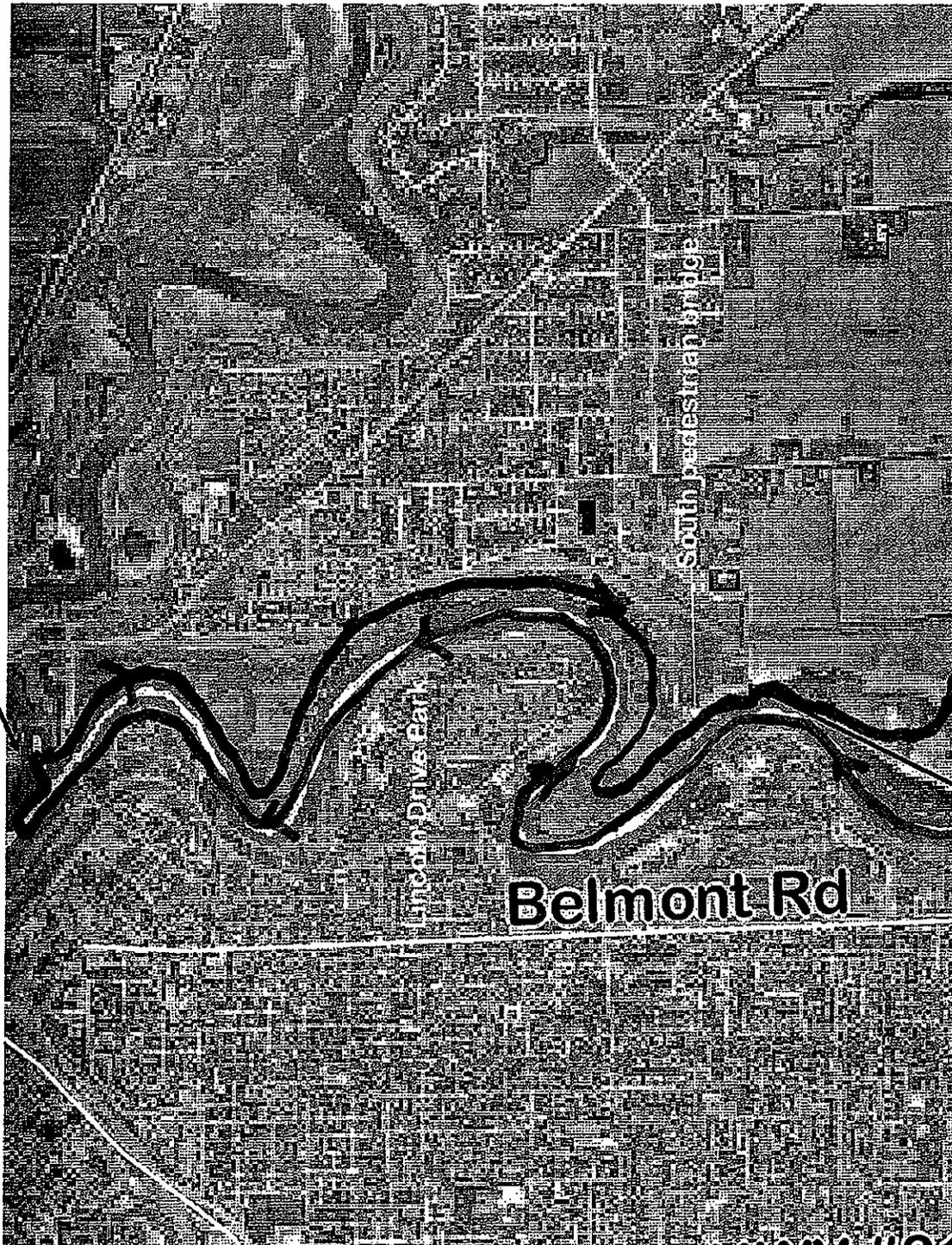
Pat Mack
Print Name

12-10-10
Date

President
Title

**Grand Cities 100
Route (Proposed)**

Start & finish line



End of EGF city limits

GRAND CITIES 100

-EVENT SPONSOR-

**RELEASE AND INDEMNIFICATION AGREEMENT
CITY OF EAST GRAND FORKS, MINNESOTA**

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT
SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on the City of East Grand Forks' property:

Special Events Holder hereby acknowledges, represents, and agrees as follows:

A. We understand that the above described activities are or may be dangerous and do or may involve risks or injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) PM

B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of East Grand Forks, on a form approved by the City of East Grand Forks.

Participant Release and Indemnification required? YES ~~XX~~ NO _____

(Special Events Holder initials here) PM

C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of East Grand Forks, for the duration of the above described activities.

(Special Events Holder initials here) PM

City of East Grand Forks
Application for Special Event

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.

(Special Events Holder initials here) pm

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of East Grand Forks, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.

(Special Events Holder initials here) pm

F. We further agree to defend, indemnify and hold harmless the City of East Grand Forks, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against the City of East Grand Forks, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.

(Special Events Holder initials here) pm

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of East Grand Forks, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder initials here) pm

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder initials here) pm

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder initials here) pm

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

City of East Grand Forks
Application for Special Event

Name PAT MACH
Title President
Signature [Handwritten Signature]
Date 12-14-10

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS
HOLDER:**

Name _____
Title _____
Signature _____
Date _____



GF Special Event Permit Application

Event Representative(s): U.S.C.C. Racing

Address: P.O. Box 273
Minto, ND 58261

Phone: 701-248-2029 Fax: 701-248-2029

Email: pate.usccracing.com

Name of Event: Grand Cities 100 Date(s) of Event: Jan 2, 2011

Time of Event: From: 8:30 A To: 4:30 pm

Sponsoring Organization(s): USCC Racing

Address: c/o Par Mall

Phone: 701-360-1445 Fax: _____

Email: Same

Location(s) of Event: _____

NOTE: Appropriate departments must approve location. Please contact Public Information Center at 701-746-4636 with any questions.

Estimated Number of Total Attendants: 1500

Do you plan to sell alcohol or will alcohol be present? (please explain) No

Approval Required from City Clerk, Police Department & Fire Department

Will your event involve the use of a tent or canopy? NO
~~Approval required from Fire Department~~

If yes, if the tent or canopy flame retardant? _____

Who will erect the tent or canopy? N/A

What date will it be erected? _____

Will your event involve a bonfire or other open burning of any nature?
~~Approval required from Fire Department~~

Will your event involve a fireworks display? NO
~~Approval required from Fire Department - Include dimensioned site plan~~

If yes, list ATF License Holder _____

ATF License Number _____

Pyrotechnic Operator's License # (Include License Classification) _____

Provide the following information:

Quantity of pyrotechnic or special effect material for each device; MSDS on each device used; exact description of the desired effect _____

Location of materials prior to display _____

Location of materials during display _____

Storage locations & provisions for return of unused materials after display _____

Type of fire extinguishing equipment available on site _____

Attach Proof of Current General Liability Insurance and Workers Compensation coverage. The City of Grand Forks, agents and employees shall be named as an additional insured on the General Liability certificate.

Will your event involve the sale of food and/or beverages? NOT BY US.
~~Approval required from City Clerk~~
~~Cooking equipment needs approval from Fire Department~~
~~Vendors must be approved by Public Health~~

Will you be selling any kind of merchandise at your event? N/A
~~Permit required from City Clerk~~

Will this event require street closure or any other traffic obstruction concerns? NO

~~Approval needed from Public Works, Police Department and Fire Department
Attach map of parade route or of roads that will be blocked off~~

Do you have plans for recycling and waste disposal? N/A

~~Approval needed from Public Works~~

Is sufficient parking available for this event? (please explain) yes

~~Approval needed from Police Department and Fire Department~~

Is this event a Neighborhood Block Party? NO
~~Approval needed from Community Service Bureau~~

If event includes a parade, fun run, bike race, etc. please include map of route
~~Approval needed from Police Department, Fire Department and Street Department~~

Does event include a party, festival or celebration that requires a noise variance? NO
~~Approval needed from Police Department~~

Does event involve use of Town Square? NO
~~Approval needed from Urban Development~~

If so, do you need electricity? NO
PA System? Will supply

~~Charge apply~~

If you plan to use Town Square, please indicate any planned decorations. N/A

If using Town Square, please indicate how you plan to clean up after the event. If you plan to contract with the City, please write "Contract with City"

~~Charge may apply~~

**** Events requiring Police or Fire Officers on site may require additional fees ****

If you have any questions on how to make your event accessible to persons with disabilities please contact Options at 218-773-6100.

Please contact Altru Health System at 701-780-1551 if you will need an Ambulance or Bike Medics, as well as any other medical needs at your event.



REIMBURSEMENT, INDEMNITY AND HOLD HARMLESS AGREEMENT

The applicant must promptly reimburse the City for any costs incurred of any kind that are a result of use by applicant under the permission granted. This includes, but is not limited to; cleanup, maintenance, preventive, or replacement costs.

Furthermore, applicant hereby agrees to defend the City and its employees and hold harmless the city from any and all liability to any person or entity that may be caused by damage or injury incurred as a result of this event.

This agreement is effective on the date of which this event is to take place and is complete for the entirety of the event.

Individual Applicant:

Print Name: _____

Signature: _____

Address: _____

Drivers License #: _____

Sponsoring Organization:

Print Name: USCC Racing Inc.

Signature: *Pat Walsh*

Address: P.O. Box 273
Minto, ND 58261

Federal Tax ID: 45-0484825

Subscribed and sworn to before me, a Notary Public, this 13 day of December, 2010.

Russell Carignan

Walsh Notary Public
Grand Forks County, North Dakota
My Commission Expires: _____

RUSSELL CARIGNAN
Notary Public
State of North Dakota
My Commission Expires July 2, 2015



CERTIFICATE OF LIABILITY INSURANCE

OP ID PM

DATE (MM/DD/YYYY)

12/13/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bremer Insurance - Grafton P O Box 511 Grafton ND 58237 Phone: 701-352-2410 Fax: 701-352-0228	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: USCCR-1	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED USCC Racing Inc., Inc. Pat Mach PO Box 273 Minto ND 58261	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS0949611	02/02/10	02/02/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Pat Mach</i>

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LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
 - conducts lawful gambling on five or fewer days, and
 - awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
\$100	\$50

ORGANIZATION INFORMATION Check # _____ \$ _____

Organization name Previous gambling permit number
MIn-Dak Border Chapter of MN. Deer Hunters

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address City State Zip Code County
423 Crestwood Court SE **East Grand Forks** **MN** **56721** **Polk**

Name of chief executive officer (CEO) Daytime phone number Email address
Loren Abel **218-773-3217**

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

- Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.
- Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803
 - IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.
 - IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.
 - IRS - proof previously submitted to Gambling Control Board
 If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
Eagles Club

Address (do not use PO box) City Zip Code County
227-10th Street NW **East Grand Forks** **55721** **Polk**

Date(s) of activity (for raffles, indicate the date of the drawing)
 February 5 , 2011

Check the box or boxes that indicate the type of gambling activity your organization will conduct:
 Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete
Page 2 of this form.

Fill-in & Print Form

Reset Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT	
<p>If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.</p> <p>Print city name _____ <i>On behalf of the city, I acknowledge this application.</i></p> <p>Signature of city official receiving application _____</p> <p>Title _____ Date ____/____/____</p>	<p>If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application. A township official is not required to sign the application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.</p> <p>Print county name _____ <i>On behalf of the county, I acknowledge this application.</i> Signature of county official receiving application _____</p> <p>_____</p> <p>Title _____ Date ____/____/____</p>
<p>(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]</p> <p>Print township name _____</p> <p>Signature of township official acknowledging application _____</p> <p>Title _____ Date ____/____/____</p>	

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.

Chief executive officer's signature *[Signature]* Date 12-4-2010

<p>Complete a separate application for each gambling activity:</p> <ul style="list-style-type: none"> - one day of gambling activity, - two or more consecutive days of gambling activity, - each day a raffle drawing is held <p>Send application with:</p> <ul style="list-style-type: none"> - a copy of your proof of nonprofit status, and - application fee for each event. <p>Make check payable to "State of Minnesota."</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p>Financial report and recordkeeping required</p> <p>A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-639-4076.</p>
<div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px 10px; text-decoration: underline;">Fill-in & Print Form</div> <div style="border: 1px solid black; padding: 2px 10px; text-decoration: underline;">Reset Form</div> </div>	

Data privacy. This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you a permit. If you supply the information requested,

the Board will be able to process your application. Your name and and your organization's name and address will be public information when received by the Board. All the other information you provide will be private data until the Board issues your permit. When the Board issues your permit, all of the information provided to the Board will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your name and your organization's name and address which will remain public. Private data are available to: Board members,

Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Finance, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your consent.

Request for Council Action

Date: December 21, 2010
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, Senior Planner
RE: Approval of Final plat for Coulee View Addition

BACKGROUND AND SUPPORTING DOCUMENTATION OF REQUEST:

This is the final plat for the Coulee View Addition. The property will be platted for single family homes (Block 1 Lots 2-7 and Block 2 Lots 2-6) and one large coulee maintenance lot (Block 1 Lot 8) for the City of East Grand Forks. The two large unplatted lots (Block 1 Lot 1 and Block 2 Lot 1) will continue to be owned by the Stokes Family and zoned for future platting and sale of lots.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends final approval of Coulee View Addition with the following changes:

- 1) **Submit a digital file to planning office.**
- 2) **Have City Attorney develop a flowage easement document to be recorded with each parcel/lot.**

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: City of East Grand Forks and the Stokes Family

REQUESTED ACTION: Applicant is requesting final approval of the Coulee View Addition to the City of East Grand Forks.

SITE ZONING/LAND USE: R-1 is the current zoning as it was rezoned in September. It is currently vacant land.

SURROUNDING ZONING/LAND USE:

North: R-1 zoning - Riverview 3rd Addition, single family homes

West: C-2 and R-1 zoning - Pesch property

South: R-1 zoning - Single Family Homes and property outside of city limits

East: R-1 zoning - Hartsville 1st Addition, single family homes

LOCATION: East of Bygland Road, on both sides of 13th Street SE and on both sides of the Coulee.

This is the final plat for the Coulee View Addition. The property will be platted for single family homes (Block 1 Lots 2-7 and Block 2 Lots 2-6) and one large coulee maintenance lot (Block 1 Lot 8) for the City of East Grand Forks. The two large lots west of the Coulee (Block 1 Lot 1 and Block 2 Lot 1) will continue to be owned by the Stokes Family and zoned for future platting and sale of lots. The two lots (Block 1 Lot 1 and Block 2 Lot 1) do not have direct access to Bygland Road due to the Access Control regulations and will require a new street(s) with access located off of 13th St. SE.

At the preliminary plat hearing, the planning commission recommended the following changes and those have been placed on the final plat drawing. Changes are below:

- 3) **Submit a digital file to planning office.**
- 4) **Add 10' utility easement to the north property line and west property line of Block 1 Lot 1 and to the north property line of Block 1 Lot 8.**
- 5) **Change Note (C) to read "Sidewalks are required in new developments per City Code 151: Subdivision Ordinance: Sidewalks.**
- 6) **Review and add to notes: a) what the floodway elevation is as set by the Corps of Engineers; and b) what minimum elevation the footings of the home foundations must be built at to meet floodplain elevation building requirements if the basement is not floodproofed.**
- 7) **Note stating that the contour elevations were drawn on the plat before fill was bought onto the property.**

STAFF RECOMMENDATION

Staff recommends approving the final plat of the Coulee View Addition.

COULEE VIEW ADDITION to the City of East Grand Forks, Minnesota

NOTES:

(A) Iron rebar monuments 5/8" o.d. x 18" long with orange plastic cap stamped "LS 47922" will be set at (1) All angle points on the outside boundary lines, (2) At all block corners and at all intermediate points on the block lines indicating changes in direction of the lines and, (3) At all lot corners.

(B) The City of East Grand Forks, MN, its successors and / or assigns, shall have the right to keep all utility easements shown hereon free from hazards, structures, and other improvements which might hinder the cities ability to serve and maintain such utilities.

(C) Sidewalks are required in new developments per East Grand Forks City Code Section 151: Subdivision Ordinance - Sidewalks.

(D) All bearings are grid based on the North Dakota State Plane coordinate system - North Zone of 1983 (NAD83). All distances are ground.

(E) Contours in Lots 2 through 7 of Block 1 and 2 through 6 of Block 2 were acquired prior to placement of fill.

(F) Some portions of these lots near the Hartsville Coulee fall in Zone AE on the FIRM Map Revised to Reflect the LOMR Effective January 2, 2008, Base Flood Elevation 821.00 NGVD 1929 Datum. These portions are the within the coulee area, below the elevation 821.00 and designated as within the Floodway District to be used as a ponding area during flood conditions. This land is subject to the adopted Floodway Regulations in Section 152 of the East Grand Forks City Code. Any portions of the platted lots above the elevation 821.00 are considered out of the floodplain and should not be designated as such. However, no building shall have any opening (the lowest floor elevation including footings) below an Elevation of 823.00 (NGVD 1929 Datum) per East Grand Forks City Code Section 152. In addition, Flood Insurance is not required but recommended.

(G) The Right-of-Way (R-O-W) for Block 1, Lots 2-7 and Block 2, Lots 2-6 does not meet the required 40 feet R-O-W as stated in the East Grand Forks City Code Section 151 Subdivision R-O-W regulations. These lots have been given a variance to match the existing R-O-W of 33 feet to the existing lots to the north of Block 1, Lots 2-7 and the existing lots to the south of Block 2, Lots 2-6.

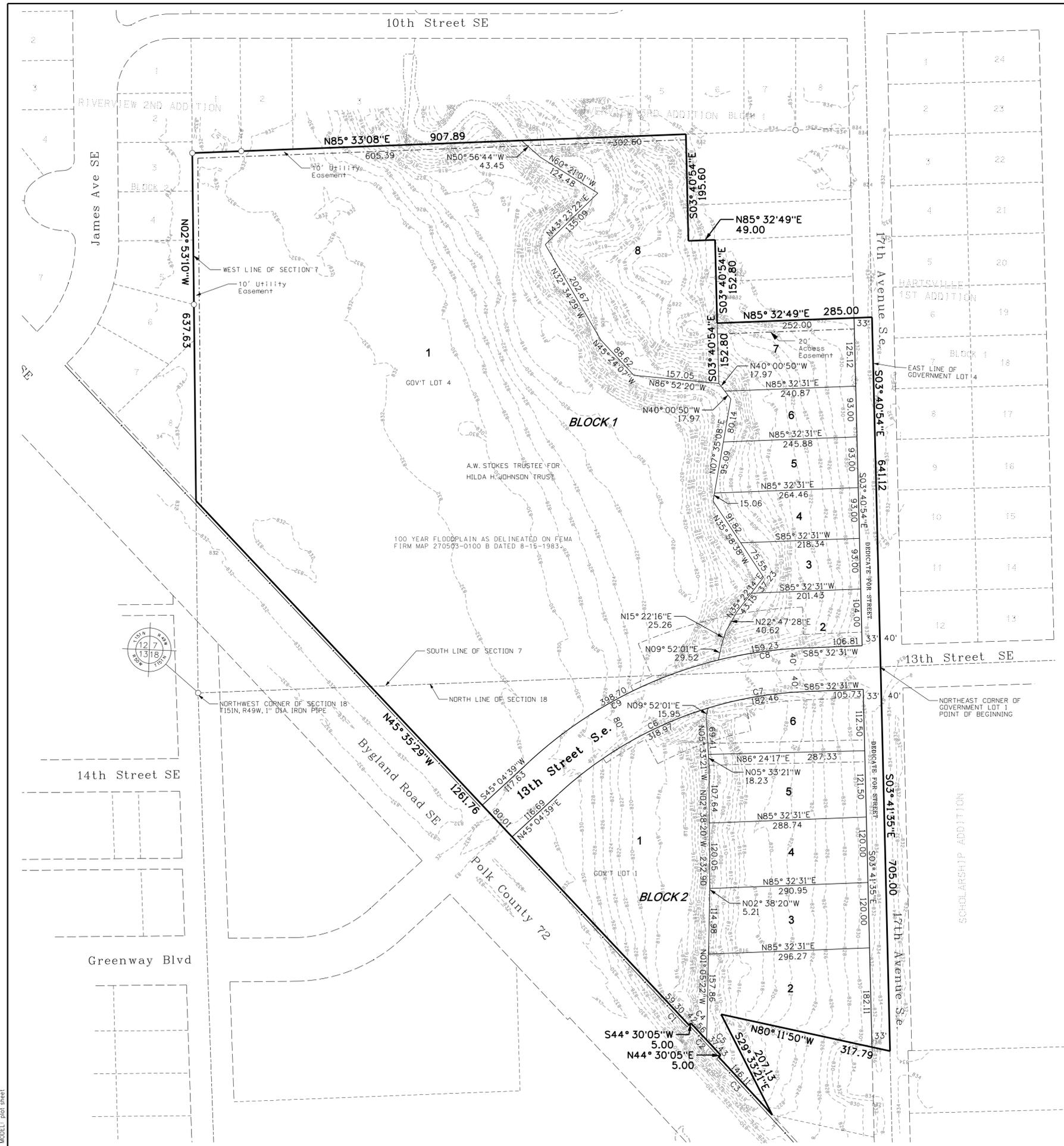
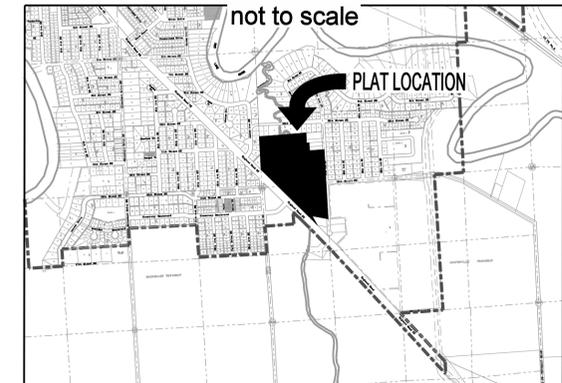
LEGEND

- EASEMENT LINE
- SECTION LINE
- NEW LOT LINE
- EXISTING MONUMENT
- MONUMENT SET (THIS SURVEY)
- PLAT BOUNDARY
- EXISTING PROPERTY LINES
- CITY LIMITS
- COULEE
- ACCESS CONTROL
- CONTOUR LINE (2' INTERVAL)

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	BEARING
C1	59.30	28725.37	00°07'06"	59.30	N45°27'47"W
C2	80.00	28730.37	00°09'34"	80.00	N45°19'27"W
C3	146.11	28725.37	00°17'29"	146.11	N45°05'56"W
C4	42.56	28730.37	00°05'06"	42.56	N45°21'42"W
C5	37.43	28730.37	00°04'29"	37.43	N45°16'55"W
C6	318.97	710.00	25°44'26"	316.30	N57°56'52"E
C7	182.46	710.00	14°43'26"	181.95	N78°10'48"E
C8	159.23	790.00	11°32'54"	158.96	N79°46'03"E
C9	398.70	790.00	28°54'57"	394.48	N59°32'08"E



VICINITY MAP
not to scale



MODEL: plat sheet

COULEE VIEW ADDITION to the City of East Grand Forks, Minnesota

INSTRUMENT OF DEDICATION

"KNOW ALL MEN BY THESE PRESENTS": That the City of East Grand Forks, Minnesota and Arthur W. and Patricia A. Stokes, Margaret S. and James A. Johnson and Steven P. and Susanna Stokes the owners and proprietors of the following described property:

That part of Government Lot 1, Section 18 and Government Lot 4, Section 7, Township 151 North, Range 49 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Beginning at the northeast corner of said Government Lot 1, Section 18; thence southerly along the east line of said Government Lot 1 having a grid bearing of South 03 degrees 41 minutes 35 seconds East a distance of 705.00 feet to the northerly line of a tract of land conveyed to Dean M. Pesch and Angela K. Pesch recorded as Document Number 551201 in the office of the Polk County Recorder; thence North 80 degrees 11 minutes 50 seconds West along said northerly line a distance of 317.79 feet to the westerly line of said conveyed tract of land; thence South 29 degrees 33 minutes 21 seconds East along said westerly line to the northeasterly right of way of Polk County Number 72 (formerly State Highway 220) a distance of 207.13 feet; thence northwesterly along said northeasterly right of way a distance of 146.11 feet along a tangential curve concave to the southwest having a radius of 28,725.37 feet and a central angle of 00 degrees 17 minutes 29 seconds and the chord of said curve bears North 45 degrees 05 minutes 56 seconds West; thence North 44 degrees 30 minutes 05 seconds East along said northeasterly right of way a distance of 5.00 feet; thence northwesterly a distance of 80.00 feet along a tangential curve concave to the southwest having a radius of 28,730.37 feet and a central angle of 00 degrees 09 minutes 34 seconds and the chord of said curve bears North 45 degrees 19 minutes 27 seconds West; thence South 44 degrees 30 minutes 05 seconds West along said northeasterly right of way a distance of 5.00 feet; thence northwesterly along said northeasterly right of way a distance of 59.30 feet along a tangential curve concave to the southwest having a radius of 28,725.37 feet and a central angle of 00 degrees 07 minutes 06 seconds and the chord of said curve bears North 45 degrees 27 minutes 47 seconds West; thence North 45 degrees 35 minutes 29 seconds West along said northeasterly right of way a distance of 1261.76 feet to the southeast corner of Riverview 2nd Addition to the City of East Grand Forks, Minnesota on file and recorded in the office of the County Recorder, Polk County, Minnesota; thence North 02 degrees 53 minutes 10 seconds West along the west line of said Riverview 2nd Addition a distance of 637.63 feet to the southwest corner of Riverside 3rd Addition to the City of East Grand Forks, Minnesota on file and recorded in the office of the county recorder, Polk County, Minnesota; thence North 85 degrees 33 minutes 08 seconds East along the south line of said Riverside 3rd Addition a distance of 907.89 feet to the northwest corner of a tract of land conveyed to Roger and Donna Beauchamp by Warranty Deed recorded in Book 505 of Deeds, Page 217 as Document Number 517607 in the office of the Polk County Recorder; thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of and conveyed to Michael and Janina Dempsey by Warranty deed recorded as Document Number 618662 in the office of the Polk County Recorder a distance of 195.60 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to William Grassei by Warranty deed recorded in Book 327 of Deeds, Page 1 as Document Number 360667 in the office of the Polk County Recorder a distance of 49.00 feet; thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of land conveyed to Robert M. and Deann K. Zavoral by Warranty Deed recorded as document 646430 in the office of the Polk County Recorder a distance of 152.80 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East a distance of 285.00 feet to the east line of said Government Lot 4, Section 7; thence South 03 degrees 40 minutes 54 seconds East along said east line a distance of 641.12 feet to the point of beginning. Containing 34.51 acres more or less. Subject to easements, restrictions reservations or rights whether of record or not.

All bearings are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83). All distances are ground.

Has caused the same to be surveyed and platted as "COULEE VIEW ADDITION" to the City of East Grand Forks, Minnesota and do hereby dedicate to the public, all of the streets and alleys, and utility easements as shown on this plat; the dimensions of which are as designated on the plat.

Lynn Stauss, Mayor

Scott M. Huizenga, City Administrator

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Lynn Stauss, Mayor of the City of East Grand Forks, Minnesota, known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Scott M. Huizenga, City Administrator to the City of East Grand Forks, Minnesota, known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

Arthur W. Stokes

Patricia A. Stokes

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Arthur W. Stokes known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Patricia A. Stokes known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

James A. Johnson

Margaret S. Johnson

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared James A. Johnson known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Margaret S. Johnson known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

Steven P. Stokes

Susanna Stokes

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Steven P. Stokes known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Susanna Stokes known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

SURVEYORS CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as "COULEE VIEW ADDITION", that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated, that the outside boundary lines are correctly designated on the plat and that there are no wetlands as defined in MS 505.02, Subd. 1 or public highways to be designated other than as shown.

Patrick M. Krug, Land Surveyor
Minnesota Registration No. 47922

STATE OF)
) SS
COUNTY OF)

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____ by Patrick M. Krug, Minnesota Registration No. 47922

Notary Public, _____ County
State of _____
My Commission Expires _____

CITY COUNCIL APPROVAL:

I hereby certify that the within plat of "COULEE VIEW ADDITION" to the City of East Grand Forks, Minnesota, was approved by Resolution of the City Council of the City of East Grand Forks, Minnesota, at a regular scheduled meeting of the City Council held on the _____ day of _____, 20____.

Scott M. Huizenga, City Administrator
City of East Grand Forks, Minnesota

CITY PLANNING COMMISSION APPROVAL:

I hereby certify that the within plat of "COULEE VIEW ADDITION" to the City of East Grand Forks, Minnesota, was approved by the City Planning Commission of the City of East Grand Forks, Minnesota, at a meeting of said City Planning Commission on the _____ day of _____, 20____.

City Planning Commission of the City of East Grand Forks, Minnesota

By: _____, its Secretary
Sheila G. Bruhn

COUNTY TREASURER TAX STATEMENT:

I hereby certify that all taxes for 20____ on the land described herein are paid.

Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE

COUNTY RECORDER CERTIFICATE

DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____M, and was duly recorded in Book _____ of _____ on page _____.

Polk County Recorder, State of Minnesota

TAX STATEMENT:

COUNTY AUDITOR TAX STATEMENT

No delinquent taxes due and transfer entered this _____ day of _____, 20____.

Polk County Auditor, State of Minnesota

MODEL: plat sheet

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: 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
- .

****Due to the length of Exhibits B, E and F, they are available on request.**

**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 A through F, 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

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 communication equipment for City vehicles will be purchased by CAT and the Operator will purchase communication equipment for their vehicles with the ability for the City to put the channel used by the City on the Operator equipment. The Operator shall provide and install necessary equipment in all Operator owned 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 four (4) 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, for Operator owned vehicles. The City will do the same for City owned vehicles.
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.
4. The City may request dispatching service if needed.

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 monitor their performance.
3. Maintain a list of qualified substitute drivers 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.
11. The Operator will provide dispatching service if requested and needed by the City. This will be paid for separately from the cost per ride.

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 Operator owned 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 Required 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 VEHICLES

The Cities vehicles the Operator uses 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 the Cities Area Transit Master Operating Agreement.

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

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

Exhibit F
Monthly Spreadsheets for Paratransit and Senior Rider Service

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

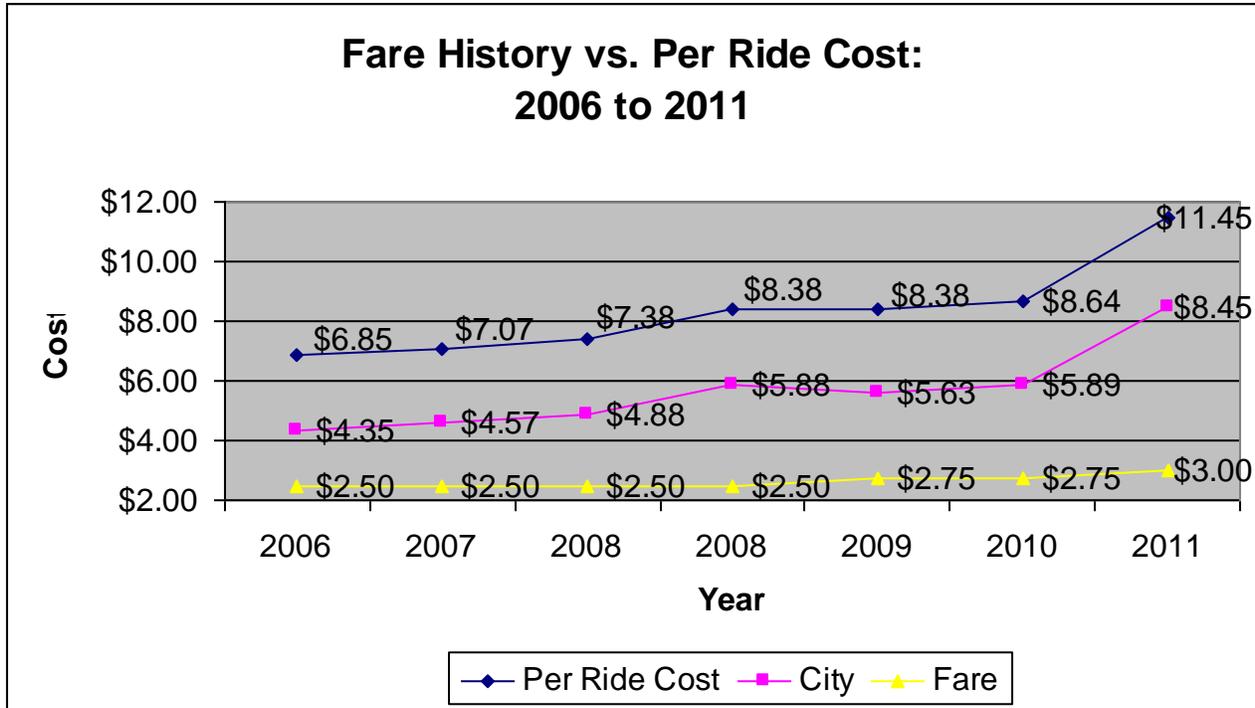
Recommended Motion: Approve the fare increase for the Dial-A-Ride and Senior Rider from \$2.75 to \$3.00.

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: December 21, 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: Approve 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
- .

*Due to the size of the exhibits they are available upon request.

CITIES AREA TRANSIT – MASTER OPERATING AGREEMENT
CITY OF GRAND FORKS-CITY OF EAST GRAND FORKS

This agreement is made and entered into this ____ day of _____, 2010, by and between the CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation of the State of North Dakota, hereafter referred to as “Grand Forks” and THE CITY OF EAST GRAND FORKS, MINNESOTA, a municipal corporation of the State of Minnesota, hereinafter referred to as “East Grand Forks”.

WITNESSETH:

Whereas, Grand Forks and East Grand Forks provide public mass transportation for the citizens of the Grand Forks-East Grand Forks Metro Area (hereinafter Metro Area); and

WHEREAS, Grand Forks and East Grand Forks have worked cooperatively over the past decades at the delivery of public mass transit to meet the needs of the residents of the metro area; and

WHEREAS, pursuant to Chapter 54-40.3 N.D.C.C. and Minnesota Statutes §471.59 (Joint Exercise of Powers), the above-named cities have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised; and

WHEREAS, the cities of Grand Forks and East Grand Forks therefore desire to create a Master Operating Agreement (hereinafter Master Agreement) to allow for the equitable cost share and coordination of several operational facets of Cities Area Transit (hereinafter CAT); and

Now, therefore, in consideration of the mutual desires contained herein, Grand Forks and East Grand Forks agree as follows:

Article One
Subject

Establishment of the Cities Area Transit Master Operating Agreement. The parties establish the following Master Agreement to oversee the sharing of costs for the delivery of public mass transportation in the Metro Area. The Master Agreement shall be a tool to allocate costs incurred in the delivery of public mass transportation in the metro area between Grand Forks and East Grand Forks, and other community interests who so desire to participate in the financial operation of CAT. The Master Agreement shall cover the financial and operational arrangements for the following component parts of CAT:

- Bus Maintenance Garage
- Vehicle Maintenance
- Fixed Route Transit

- CAT Paratransit/Senior Rider
- Metro Transit Center (MTC)
- Marketing, Revenue and Programming
- Administration and Staffing
- Insurance, Licensing, and Safety Consideration

Article Two CAT Transit Garage

The Bus Maintenance Garage is the primary storage area for the entire CAT Fleet. The Bus Maintenance Garage is also the administration headquarters for the Transit Departments of Grand Forks and East Grand Forks.

The Bus Maintenance Garage shall be maintained in accordance with the Facility Maintenance Plan as agreed upon by Grand Forks and East Grand Forks, as amended from time-to-time by mutual agreement, which document is included here by reference. Grand Forks shall operate the Bus Maintenance Garage and bill East Grand Forks for its share of the operational and structural costs. The cost of the Bus Maintenance Garage shall be separated in two separate categories:

2.1 Operational Costs

The parties recognize that the expenses related to operations within the Bus Maintenance Garage lend themselves toward an allocation based on the proportionate number of buses or “vehicle units” stored and maintained in the building. Such types of costs include expenses of supervision of bus repair mechanics, costs of vehicle repair equipment, communications expenses, structural maintenance and insurance, office supplies and utilities (including water, sewer, garbage, and building heat, among others).

The operational costs of the Bus Maintenance Garage shall be split based on the Cost Allocation Formula derived from the total number of vehicle units stored by Grand Forks and East Grand Forks. The current vehicle units stored at the Bus Maintenance Garage is demonstrated in **Exhibit 1, as amended**.

2.2 Structural Costs

With respect to the expenses pertaining to operations occurring within the Bus Maintenance Garage, Grand Forks and East Grand Forks recognize that certain expenses are generated as a result of ownership of the building, such as major structural repairs to the building (such as roof repairs) and surrounding site. These major structural repairs and remodeling efforts will be looked at on a case by case basis for East Grand Forks’ monetary inclusion in such endeavors.

Article Three Vehicle Maintenance

Grand Forks shall be solely responsible for the repair and maintenance of all CAT Fixed Route vehicles. All vehicles shall be maintained by Grand Forks in accordance with the manufacturer's specifications and warranty provisions and/or in accordance with CAT's Vehicle Maintenance Standards as agreed by Grand Forks and East Grand Forks, as amended from time-to-time by mutual agreement, which document is included here by reference. Where duplicate recommendations exist, Grand Forks shall be required to maintain in accordance with the stricter standards. In the case of accidents involving CAT vehicles, the owners shall be responsible for determining the best course of action for repair or disposal, etc.

Grand Forks will inform East Grand Forks of repairs on a monthly basis of the East Grand Forks vehicles. Service records must be kept for all vehicles and must be available for East Grand Forks' inspection at any time. Records shall include, but are not limited to, the unit number, nature of repair, list of all parts and part numbers used, source of the parts purchased, and the number of labor hours.

Grand Forks shall track labor and part costs on a per vehicle basis. Vehicle maintenance costs are to be split according to National Transit Database (NTD) standards. The current split is vehicle hours, vehicle miles and peak vehicle.

3.1 Vehicle Hours

Vehicle hours are the total in-service and deadhead hours incurred by the Fixed Route system. Vehicle hours account for most of the operating labor cost since drivers are paid on an hourly basis. These costs are paid by Grand Forks and then billed to East Grand Forks. Based on the Cost Allocation Formula in **Exhibit 1**, as amended.

3.2 Vehicle Miles

Vehicle miles are the total in-service and deadhead miles experienced by the Fixed Route System. Vehicle miles account for most of the maintenance labor and material costs since those expenses vary with the number of miles provided. These costs are paid by Grand Forks and then billed to East Grand Forks. Based on the Cost Allocation Formula in **Exhibit 1**, as amended.

3.3 Peak Vehicle

Peak vehicle is the maximum number of buses scheduled by the Fixed Route system. Peak vehicle accounts for many items of overhead expenses, which do not vary with hours or miles of operation, but rather reflect the scale of the agency as a whole. Expenses such as administration, building and grounds and advertising are related to peak vehicle. Grand Forks shall pay this cost and then bill East Grand Forks. Based on the Cost Allocation Formula in **Exhibit 1**, as amended.

3.4 CAT Paratransit

Drivers and extra vehicles needed are provided by a third party contractor who takes care of maintenance of their vehicles. Costs reimbursed by Grand Forks and East Grand Forks on a monthly per ride basis. Maintenance, parts, and labor costs associated with the Paratransit fleet of CAT owned vehicles shall be split based on each city's monthly share of CAT Paratransit ridership. The total costs are paid by Grand Forks. East Grand Forks reimburses Grand Forks on a monthly per ride basis.

3.5 CAT Senior Rider

Drivers and extra vehicles needed are provided by a third party contractor who takes care of maintenance of their vehicles. Costs reimbursed by Grand Forks and East Grand Forks on a monthly per ride basis. Maintenance, parts, and labor costs associated with the Paratransit fleet of CAT owned vehicles shall be split based on each city's monthly share of CAT Senior Rider ridership. The total costs are paid by Grand Forks. East Grand Forks reimburses Grand Forks on a monthly per ride basis.

Article Four Fixed Route Transit Operations

The day-to-day operation and administration of CAT Fixed Route is done by both Grand Forks and East Grand Forks. There are costs which relate to CAT Fixed Route which are attributable to both cities.

4.1 Cost of Service

The direct operating cost associated with CAT Fixed Route Service is split between Grand Forks and East Grand Forks based on a Cost Allocation Formula (found in **Exhibit 1**, as amended). Grand Forks will pay the expenses and then bill East Grand Forks quarterly for their share based on the Cost Allocation Formula. Grand Forks shall also credit East Grand Forks for the fare collected.

4.2 Operational Terms

Prepaid Rides. Grand Forks agrees to be responsible for the sale of ride media for the Fixed Route service. Should service or media be discontinued, Grand Forks and East Grand Forks shall reimburse passengers for any outstanding fare media returned thirty (30) days following the end of service or fare media discontinuation.

Guidelines. Service to be provided shall follow the operating guidelines agreed upon by Grand Forks and East Grand Forks and attached hereto as the Standard Operating Procedures and Policies Reference in **Exhibit 6**. The guidelines may be amended by mutual agreement from time to time.

Scheduling. CAT shall provide Fixed Route service on designated routes as detailed in the Route Map in **Exhibit 2, amended as needed.** CAT shall provide Fixed Route service on the days and times detailed in the Route Map in **Exhibit 2, amended as needed.**

CAT may make minor route or schedule modifications of an emergency nature or in response to passenger demand in East Grand Forks which do not exceed the service cost without prior approval of the City of East Grand Forks or an amendment. CAT will inform the City of East Grand Forks of such changes in the course of normal operations.

Reduced Fare Eligibility Certification. Certification of eligibility for reduced fares shall be the responsibility of CAT following the regulations under the Americans with Disabilities Act. Applications for eligibility, special user cards and the assignment of identification numbers will be coordinated in a similar format. Grand Forks and East Grand Forks shall hold all records confidential, to the extent provided by law.

4.3 Fixed Route Dispatch

The costs of fixed route dispatch employees are paid by Grand Forks. Fixed route dispatch costs are then split between Grand Forks and East Grand Forks based on the Cost Allocation Formula and Grand Forks bills East Grand Forks for their share of the costs.

4.4 Vehicles

Each City is responsible for providing and replacing vehicles for their Fixed Routes. Back-up vehicles will be provided to East Grand Forks by CAT.

4.5 Management

Grand Forks and East Grand Forks shall cooperatively participate in management activities directly related to CAT Fixed Route system. Day to day operations/management shall be cooperatively managed by CAT. CAT will work on complaints, service disputes, statistical record keeping and any other area of concern.

4.6 Records

East Grand Forks, Minnesota Department of Transportation, and U.S. Department of Transportation or their designee(s) may perform audits at any time of the books, records and accounts of CAT. Grand Forks agrees to preserve, and to cause any subcontractor to preserve and make available for a period of six (6) years after the completion of a contract, any and all financial, operations, administrative and maintenance records pertaining to this agreement.

Grand Forks shall provide any and all reports required by East Grand Forks on a monthly and/or quarterly basis in a manner approved by East Grand Forks. Said reports shall be submitted no later than 30 days following the end of the month for which the report is made. East Grand Forks-required reports include, but are not limited, to those listed below:

Accounting/Record Keeping. Accounting procedures utilized by Grand Forks relative to said transit system shall be consistent with Federal Transit Administration National Transit Database requirements and regulations of the State of Minnesota Department of Transportation.

Ridership/Capacity Reports. Grand Forks shall submit to East Grand Forks ridership reports to include number of passengers, passenger type, complaints and other statistics requested by East Grand Forks Transit and shall include data required by Federal Transit for the National Transit Database report.

Accident Reports. Grand Forks shall notify East Grand Forks of any accident or incident involving an East Grand Forks vehicle. Any accident report forms relating to the incident will be forwarded to East Grand Forks Transit.

Finance Reports. Grand Forks shall provide East Grand Forks with a detailed listing of expenditures for the joint operation of the Fixed Route system.

Article Five CAT Paratransit

Grand Forks and East Grand Forks agree to participate in the ongoing development and operations of a transportation system for residents of the metro area with disabilities who are ADA Paratransit eligible, referred to as CAT Paratransit. Grand Forks and East Grand Forks agree to cooperatively participate in the management and fiscal activities directly related to CAT Paratransit including requesting proposals for selecting a contract operator, preparing operating guidelines and budget, and capital improvement planning.

5.1 Independent Contractor

CAT Paratransit will be provided by Grand Forks and East Grand Forks through a contract with a contract operator. The contract has been reviewed by Grand Forks and East Grand Forks and is attached hereto as **Exhibit 8**. Any subsequent contract operators and agreements shall be reviewed by Grand Forks and East Grand Forks. Grand Forks and East Grand Forks will consult on the terms and conditions for the agreement and amendments.

5.2 Cost of Service

The direct operating costs associated with CAT Paratransit are split between Grand Forks and East Grand Forks based on ridership of CAT Paratransit.

A ride will be given to a citizen that CAT has certified as eligible within the metropolitan area. Each city shall be charged for rides with an origin and destination within the city limits, if the ride begins or ends in either city the ridership will be divided between the two cities. The eligible citizens and the Companions to said eligible citizen with each rider paying the fare. Personal Care Attendants (PCAs) ride for free.

Grand Forks shall receive billing for all expenses and then bill East Grand Forks monthly for their share based on actual ridership. Grand Forks shall also credit East Grand Forks monthly for the fare collected per eligible passengers and companions. Grand Forks shall inform East Grand Forks on capital costs for major expenses associated with Paratransit.

Operating costs shall include administrative or support salaries from Grand Forks or East Grand Forks personnel.

5.3 Operational Terms

Prepaid Rides. Grand Forks agrees to be responsible for the sale of ride tickets for this service. Should service be discontinued, Grand Forks and East Grand Forks shall reimburse passengers for any outstanding coupons returned within 30 days following end of service.

Guidelines. Service to be provided shall follow the Paratransit Operating Guideline agreed upon between Grand Forks and East Grand Forks and attached hereto as **Exhibit 3**, which may be from time to time amended by mutual agreement.

Scheduling. Service will be scheduled on a first-come, first-served basis. Neither the residents of Grand Forks or East Grand Forks will receive preferential treatment regarding the schedule of transit rides.

Certification of Eligibility. Certification of eligibility shall be the responsibility of CAT following the regulations under the Americans with Disabilities Act. Applications for eligibility, special user cards, and the assignment of identification numbers will be coordinated in a similar format. Grand Forks, East Grand Forks and the contract operator shall hold all records confidential, to the extent provided by law.

5.4 Vehicle Acquisition

Determination of vehicle type and size shall be based on actual demand at the time of replacement and determined cooperatively by Grand Forks and East Grand Forks. Additional vehicles added to the fleet to meet growing demand will be purchased, as needed, cooperatively by Grand Forks and East Grand Forks. CAT shall provide enough vehicles to meet the demand within each city's service area.

5.5 Management

Grand Forks and East Grand Forks shall cooperatively participate in those management and fiscal activities directly related to CAT Paratransit. Day to day operations/ management shall be the responsibility of CAT and the contract operator. CAT will work directly with the contract operator on complaints, service disputes, statistical record keeping and any other area of concern. Operating costs shall include administrative or support salaries from Grand Forks or East Grand Forks personnel except where approved by mutual agreement, and when the support staff is performing the duties of the Paratransit Reservationist.

5.6 Records

East Grand Forks, Minnesota Department of Transportation, and U.S. Department of Transportation or their designee(s) may perform audits at any time of the books, records and accounts of Grand Forks and the paratransit contract operator. Grand Forks agrees to preserve, and to cause any subcontractor to preserve and make available for a period of six (6) years after the completion of a contract, any and all financial, operations, administrative and maintenance records pertaining to this agreement.

Grand Forks shall provide any and all reports required by East Grand Forks on a monthly and/or quarterly basis in a manner approved by East Grand Forks. Said reports shall be submitted no later than 30 days following the end of the month for which the report is made. East Grand Forks-required reports include, but are not limited, to those listed below:

Accounting/Record Keeping. Accounting procedures utilized by Grand Forks relative to said transit system shall be consistent with Federal Transit Administration National Transit Database requirements and regulations of the State of Minnesota Department of Transportation.

Ridership/Capacity Reports. Grand Forks shall submit to East Grand Forks monthly ridership reports to include number of passengers, passenger type, passenger miles, denials, no shows, cancellations, lengthy trips, missed trips, complaints and other statistics requested by East Grand Forks Transit and shall include data required by Federal Transit for the National Transit Database report.

Accident Reports. Grand Forks shall notify East Grand Forks of any accident or incident involving an East Grand Forks citizen. Any accident report forms relating to the incident will be forwarded to East Grand Forks Transit.

Finance Reports. Grand Forks shall provide East Grand Forks with a detailed listing of expenditures for the joint operation of the paratransit system.

Article Six CAT Senior Rider

Grand Forks and East Grand Forks agree to participate in the ongoing development and operations of a transportation system for residents of the metro area who are 62 years old and older, referred to as CAT Senior Rider. Grand Forks and East Grand Forks agree to cooperatively participate in the management and fiscal activities directly related to CAT Senior Rider including requesting proposals for selecting a contract operator, preparing operating guidelines and budget, and capital improvement planning.

6.1 Independent Contractor

CAT Senior Rider will be provided by Grand Forks and East Grand Forks through a contract with a contract operator. The contract has been reviewed by Grand Forks and East Grand Forks and is attached hereto as **Exhibit 8**. Any subsequent contract operators and agreements

Cities Area Transit - Master Operating Agreement

shall be reviewed by Grand Forks and East Grand Forks. Grand Forks and East Grand Forks will consult on the terms and conditions for the agreement and amendments.

6.2 Cost of Service

The direct operating costs associated with CAT Senior Rider are split between Grand Forks and East Grand Forks based on ridership of CAT Senior Rider.

A ride will be given to a citizen that CAT has certified as eligible within the metropolitan area. Each city shall be charged for rides with an origin and destination within the city limits, if the ride begins or ends in either city the ridership will be divided between the two cities. The eligible citizens and the Companions to said eligible citizen with each rider paying the fare. Personal Care Attendants (PCAs) ride for free.

Grand Forks shall receive billing for all expenses and then bill East Grand Forks monthly for their share based on actual ridership. Grand Forks shall also credit East Grand Forks monthly for the fare collected per eligible passengers and companions. Grand Forks shall inform East Grand Forks on capital costs for major expenses associated with Senior Rider.

Operating costs shall include administrative or support salaries from Grand Forks or East Grand Forks personnel.

6.3 Operational Terms

Prepaid Rides. Grand Forks agrees to be responsible for the sale of ride tickets for this service. Should service be discontinued, Grand Forks and East Grand Forks shall reimburse passengers for any outstanding coupons returned within 30 days following end of service.

Guidelines. Service to be provided shall follow the Paratransit Operating Guideline agreed upon between Grand Forks and East Grand Forks and attached hereto as **Exhibit 3**, which may be from time to time amended by mutual agreement.

Scheduling. Service will be scheduled on a first-come, first-served basis. Neither the residents of Grand Forks or East Grand Forks will receive preferential treatment regarding the schedule of transit rides.

Certification of Eligibility. Certification of eligibility shall be the responsibility of CAT. Applications for eligibility, special user cards, and the assignment of identification numbers will be coordinated in a similar format. Grand Forks, East Grand Forks and the contract operator shall hold all records confidential, to the extent provided by law.

6.4 Vehicle Acquisition

Determination of vehicle type and size shall be based on actual demand at the time of replacement and determined cooperatively by Grand Forks and East Grand Forks. Additional vehicles added to the fleet to meet growing demand will be purchased, as needed,

cooperatively by Grand Forks and East Grand Forks. CAT shall provide enough vehicles to meet the demand within each city's service area.

6.5 Management

Grand Forks and East Grand Forks shall cooperatively participate in those management and fiscal activities directly related to CAT Senior Rider. Day to day operations/ management shall be the responsibility of CAT and the contract operator. CAT will work directly with the contract operator on complaints, service disputes, statistical record keeping and any other area of concern. Operating costs shall include administrative or support salaries from Grand Forks or East Grand Forks personnel except where approved by mutual agreement.

6.6 Records

East Grand Forks, Minnesota Department of Transportation, and U.S. Department of Transportation or their designee(s) may perform audits at any time of the books, records and accounts of Grand Forks and the Senior Rider contract operator. Grand Forks agrees to preserve, and to cause any subcontractor to preserve and make available for a period of six (6) years after the completion of a contract, any and all financial, operations, administrative and maintenance records pertaining to this agreement.

Grand Forks shall provide any and all reports required by East Grand Forks on a monthly and/or quarterly basis in a manner approved by East Grand Forks. Said reports shall be submitted no later than 30 days following the end of the month for which the report is made. East Grand Forks-required reports include, but are not limited, to those listed below:

Accounting/Record Keeping. Accounting procedures utilized by Grand Forks relative to said transit system shall be consistent with Federal Transit Administration National Transit Database requirements and regulations of the State of Minnesota Department of Transportation.

Ridership/Capacity Reports. Grand Forks shall submit to East Grand Forks monthly ridership reports to include number of passengers, passenger type, passenger miles, denials, no shows, cancellations, lengthy trips, missed trips, complaints and other statistics requested by East Grand Forks Transit and shall include data required by Federal Transit for the National Transit Database report.

Accident Reports. Grand Forks shall notify East Grand Forks of any accident or incident involving an East Grand Forks citizen. Any accident report forms relating to the incident will be forwarded to East Grand Forks Transit.

Finance Reports. Grand Forks shall provide East Grand Forks with a detailed listing of expenditures for the joint operation of the Senior Rider system.

Article Seven Marketing, Revenue, and Programming

Grand Forks and East Grand Forks in the operation of CAT coordinate, formally and informally, a number of programs and operate a number of devices for which a cost sharing mechanism is needed. What follows are a list of ancillary programs and devices to which a general cost sharing and operations agreement is needed.

7.1 Pass Sales

The revenue from pass sales is collected by Grand Forks. The revenue is split between Grand Forks and East Grand Forks based on the location of the sale. This same formula and method will also apply to the sale of transit tickets.

7.2 Advertising and Marketing

CAT will annually establish an advertising and marketing budget for the coming year. A program shall be developed which covers the joint marketing and advertising efforts of CAT. The costs of the joint advertising and marketing efforts shall be split based on the Cost Allocation Formula.

7.3 U-Pass Program

The U-Pass program allows area educational institutions unlimited access to the CAT System. Each city shall annually enter into separate agreements with area educational institutions to cover the costs of the U-Pass program. Revenues from U-Pass agreements are collected separately by each city.

7.4 Vehicle Components

Each bus is equipped with components, such as an electronic fare collection system, security camera system, public address system, and bike rack. Vehicle components will be maintained by CAT and billed to East Grand Forks based on the Cost Allocation Formula.

7.5 Fares and Pricing

Grand Forks and East Grand Forks agree to jointly adjust fares and pricing in unison to assure system continuity. Therefore, neither city shall independently adjust fares or pricing on CAT Fixed or Paratransit. Transfers between systems are allowed at no cost to the user or to either city.

Article Eight Metro Transit Center (MTC)

The Metro Transit Center (MTC) is the central transit hub in the Metro Area. The MTC is owned and operated by Grand Forks and use in cooperation with East Grand Forks. However several financial nuances are involved with the operations of the MTC for which a cost sharing and operational arrangement is needed.

8.1 Operations

The operational costs of the MTC are split between Grand Forks and East Grand Forks based on the Cost Allocation Formula. Such costs shall include utilities, maintenance and the cost of fixed route dispatch. This formula should be reviewed on an annual basis, or more often if necessary.

The *Operating and Management* policies, as amended, which govern the MTC are attached to the Agreement as **Exhibit 4**. These policies shall be reviewed annually.

Grand Forks is solely responsible for the development of a budget for the MTC. The budget for the MTC shall be developed in accordance with the overall annual budgeting process/timeline which governs the Master Agreement. If Grand Forks anticipates the need to amend the MTC budget at anytime once approved, East Grand Forks shall be consulted prior to making the adjustment.

8.2 Structural Costs

The structural and capital costs associated with the MTC are the 100% responsibility of Grand Forks. Grand Forks shall be responsible for the following costs associated with the MTC:

- Any expenditures related to the design of additions to or renovations of the MTC;
- Any expenditures necessary for the relocation or demolition of the MTC;
- Shall be responsible for the day-to-day operations and management of the MTC; said management and operations are spelled out per the *Operating and Management Policy*, as amended.
- Any capital expenditures related to the structural components of the MTC.

Further, Grand Forks shall consult East Grand Forks in the design of any addition to or renovation of the MTC.

Article Nine Administration and Staff

9.1 Planning

Grand Forks-East Grand Forks MPO shall provide planning for CAT. The costs of special studies or external planning activities done jointly or in cooperation with the Grand Forks-East Grand Forks MPO will be part of the MPO work program. Costs associated with special studies or external planning activities done independently by either city shall be paid 100% by that city.

9.2 Administration

Grand Forks shall provide administrative and administrative support staff for the Day to day operation/management of CAT and working with North Dakota Department of Transportation
Cities Area Transit - Master Operating Agreement

on the behalf of the City of Grand Forks for transit needs. The day to day operation/management includes, but not limited to, is: scheduling, dispatching, complaints, service disputes, statistical record keeping, NTD (National Transit Database) reporting, maintenance record keeping, training, and contract writing.

East Grand Forks shall provide an administrator to work with Minnesota Department of Transportation on behalf of the City of East Grand Forks for transit needs and over site of contracts.

9.3 Staff Coordination

It is recognized that staff from Grand Forks and East Grand Forks jointly contribute to the operation of CAT. As such the staff from both cities will endeavor to work on efforts collaboratively with out regard to system boundary or delineations, as appropriate. As such time as staff is replaced or new position created, Grand Forks and East Grand Forks shall explore the potential to jointly hire and manage said staff. Grand Forks and East Grand Forks may by mutual agreement share personnel costs.

Article Ten Agreement Oversight

Oversight of this Agreement will be provided cooperatively by Grand Forks and East Grand Forks. Specific oversight responsibilities related to the Master Agreement are as follows:

10.1 Fixed Route Cost Allocation

Grand Forks and East Grand Forks shall annually or more often if necessary, review the cost allocation formulas which are included with in the Master Agreement. Part of the cost allocation formula is the Bus Maintenance Garage Operation and Vehicle Maintenance and the MTC in the peak vehicle costs of the formula. Cost allocation formulas shall be reviewed and adjusted with each year's budget. The recommended budget should be available by June 30th of every year.

10.4 CAT Paratransit

Grand Forks and East Grand Forks shall annually establish, review and approve a budget/contract for CAT Paratransit.

10.5 CAT Senior Rider

Grand Forks and East Grand Forks shall annually establish, review and approve a budget/contract for CAT Senior Rider.

10.6 Fare and Pricing Changes

In reference to section 6.5, Grand Forks and East Grand Forks shall jointly review existing fare and pricing policies and will recommend necessary changes.

Article Eleven

Insurance, Licensing, Safety Consideration, and Federal Clauses

11.1 License

Vehicle licensing and fees shall be the responsibility of the respective city which owns the vehicle, for both CAT Fixed Route and Paratransit. Grand Forks shall arrange for inspections and ensure that all vehicles utilized to provide CAT Paratransit service to East Grand Forks clients meet Minnesota Special Transportation Service regulations and any other requirements of the State of Minnesota and other applicable local governments.

11.2 Safety/Inspections

Grand Forks shall perform daily safety inspections of CAT Fixed Route and Paratransit vehicles prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. East Grand Forks reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. East Grand Forks may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

11.3 Insurance

A. Certificate of Insurance: Grand Forks agrees to obtain the insurance required in paragraph B for the term of this agreement. Within thirty (30) days of expiration of an insurance policy, Grand Forks will provide East Grand Forks with evidence that a new policy has been obtained. Grand Forks will notify East Grand Forks immediately upon a change in the term or conditions of any policy.

B. Types of Insurance

1. **Workers' Compensation Insurance.** Grand Forks will provide workers' compensation insurance for all CAT employees and, in case any work to be performed by a third party contractor, Grand Forks will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than:
 - \$100,000.00 bodily injury by disease per employee;
 - \$500,000.00 bodily injury by disease aggregate; and
 - \$100,000.00 bodily injury by accidentEvidence of third party contractor's insurance must be filed with Grand Forks and a copy given to East Grand Forks.
2. **Commercial General Liability Insurance.** Grand Forks is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of which may arise from operations under the

Agreement whether the operations are by Grand Forks or by a subcontractor or by anyone directly or indirectly employed under the Agreement.

- **The tort liability amounts provided in Minnesota Statutes, Section 466.04 govern.** The following coverages will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- City of East Grand Forks and State of Minnesota named as an additional insured.

3. **Commercial Automobile Liability.** Grand Forks is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under the Agreement whether such operations were by CAT or by a subcontractor or by anyone directly or indirectly employed under the Agreement.

- **Minimum insurance amounts are the same as provided in clause 2 above.**

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile
- The City of East Grand Forks and the State of Minnesota named as an Additional Insured.

- C. **Rating.** Grand Forks will obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the City of East Grand Forks, MN.

11.4 Federal Clause

Federal Clauses can be found in **Exhibit 9** and will be amended as needed.

Article Twelve General Governing Clauses

12.1 Amendment

The terms and conditions of this agreement may be amended by the mutual consent of the City of Grand Forks and the City of East Grand Forks through resolution of each governing body.

12.2 Law Governing

This agreement shall be subject to the, governed by, and construed according the law of the States of Minnesota and North Dakota.

12.3 Dispute and Default

The City of Grand Forks and the City of East Grand Forks agree that any violations of the terms of this agreement or any default of any of the procedures, conditions and agreements

Cities Area Transit - Master Operating Agreement

contained herein shall, at the option of the party to this agreement who believes the other to be in default, be subject to a mailed notice by certified mail or personal service and, said notice shall set forth the grounds with particularity as to the alleged violation or default in regards to this agreement. In the event that the default is not remedied within fifteen (15) days of the date of the notice, the City of Grand Forks and the City of East Grand Forks agree that the notifying party shall, at its option, submit the alleged default to arbitration, as provided elsewhere in this agreement. The arbitrator shall determine whether the default constitutes a material and significant breach of this agreement and, if so, that parties agree that this agreement shall terminate. The parties agree that during any period of arbitration that each will continue to comply with the other provisions of this agreement so that no interruption of bus services is experienced by the citizens of Grand Forks and East Grand Forks and other users of the mass transit system. In the event that the agreement is terminated as set forth herein, the parties agree to continue to perform under this agreement for a period of thirty (30) days beyond the arbitrator's decision, in order that other arrangements can be made to insure that this system continues to operate without interruption.

12.4 Arbitration

Grand Forks and East Grand Forks agree that in the event the parties to this agreement call for arbitration pursuant to part 12.3 of the Agreement or in the event that one of the parties declares a default and subsequently submits the same to arbitration pursuant to the part 12.3 of this agreement, that they will jointly apply to the Chief Judge of the District Court, Seventh Judicial District, State of Minnesota, with a joint request for said Judge to the appoint one neutral arbitrator to arbitrate the matter or matters in dispute. The arbitrator shall thereafter consult the parties to determine a mutually convenient day and time and place for the hearing and shall thereafter communicate the scheduled hearing to the parties. The rules of the arbitration of the American Arbitration Association shall govern and judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. The parties agree to split the cost of arbitration equally.

Section Thirteen Duration

The Master Agreement shall run in perpetuity, the terms of which should be reviewed as needed. This agreement may be terminated by action of the governing body of either city; provided, however, that nine (9) months' written notice shall be given to any other parties to this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and year below stated.

THE CITY OF GRAND FORKS, NORTH DAKOTA
a municipal corporation

By _____
, Mayor Date

ATTEST:

, City Finance Director

THE CITY OF EAST GRAND FORKS, MINNESOTA
a municipal corporation

By _____
, Mayor Date

ATTEST:

, City Administrator/Clerk Treasurer

Exhibit 1
Fixed Route Fleet Inventory
Paratransit Fleet Inventory
Cost Allocation Formula Fixed Route
Cost Allocation Formula Paratransit and Senior Rider

<i>Vehicle Unit at MTG</i>		
	<i>Vehicles</i>	<i>Pct.</i>
<i>Grand Forks Fixed</i>	<i>10</i>	<i>90.9%</i>
<i>East Grand Forks Fixed</i>	<i>1</i>	<i>9.1%</i>
<i>Total</i>	<i>11</i>	<i>100.0%</i>

Paratransit Vehicles

<u>YEAR/MAKE</u>	VEHICLE UNIT #	# OF WHEELCHAIR TIEDOWNS	TOTAL CAPACITY
2008 Chevrolet Uplander	57	2	4
2009 Dodge Caravan	101	2	4
2009 Dodge Caravan	102	2	4
2010 Dodge Caravan		2	4
2010 Dodge Caravan		2	4
2010 Dodge Caravan		2	4
2010 Dodge Caravan		2	4
2010 Dodge Caravan		2	4

Cost Allocation Models- Operating Budget

Exhibit 2
Fixed Route Map

Exhibit 3
CAT Paratransit Operators Guide

Exhibit 4
Metro Transit Center (MTC) Operating and Management Policies

Exhibit 5
Facility Maintenance Guide

Exhibit 6
Standard Operating Procedures and Policies Reference

Exhibit 7
Emergency Preparedness and Contingency Guide

Exhibit 8
Paratransit and Senior Rider Contract

**Exhibit 9
Federal Clause**

RESOLUTION 10 - 12 – 128

9

A RESOLUTION APPROVING THE 2040 LAND USE PLAN UPDATE

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

WHEREAS, the city of East Grand Forks has an adopted East Grand Forks Comprehensive Plan; and

WHEREAS, the proposed plan update is in general agreement with the other elements of the East Grand Forks Comprehensive Plan, those other elements being the following:

1. The Grand Forks – East Grand Forks 2009 Downtown Plan Update Element, together with all maps, information and data contained therein.
2. The Grand Forks – East Grand Forks 2035 Long Range Transportation Plan Update, which contains the following sections:
 - a. Bikeway Element, together with all maps, information and data contained therein.
 - b. Pedestrian Element, together with all maps, information and data contained therein.
 - c. Transit Element, together with all maps, information and data contained therein.
 - d. Street and Highway Element, together with all maps, information and data contained therein.
 - e. Intelligent Transportation Systems (ITS) Strategy Element, together with all maps, information and data contained therein.
3. The 1998 East Grand Forks Downtown Plan prepared by Field – Paoli, together with all maps, information and data contained therein.
4. The 2000 Urban Design Plan, together with all maps, information and data contained therein.
5. Greenway Plan Element, together with all maps, information and data contained therein.

And

WHEREAS, The Grand Forks – East Grand Forks Metropolitan Planning Organization IS preparing a Year 2040 Plan Update of the East Grand Forks Land Use Plan Element of the East Grand Forks Comprehensive Plan; and

WHEREAS, 2040 Plan Update of the East Grand Forks Land Use Plan Element of the East Grand Forks Comprehensive Plan is a guide for future growth for the City; and

WHEREAS, the Land Use Plan may be amended to reflect changes in the community; and

WHEREAS, the Land Use Plan is a representation of the goals and values of the city; and

WHEREAS, the City Planning and Zoning Commission further held three public meetings including: East Grand Forks Library 6:30pm May 13, 2010, East Grand Forks City Hall 6:30pm

May 17, 2010, East Grand Forks Senior Citizen Center 6:30pm May 18, 2010, East Grand Forks City Hall 7pm October 14, 2010 and East Grand Forks City Hall 12 Noon December 10, 2010 to get input from the citizens of the community; and

WHEREAS, the East Grand Forks Planning and Zoning Commission forwards a recommendation that the 2040 Plan Update to the East Grand Forks Land Use Plan Element of the East Grand Forks Comprehensive Plan, be hereby approved and adopted; now therefore

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the 2040 Plan Update to the East Grand Forks Land Use Plan Element of the East Grand Forks Comprehensive Plan, and proposed amendments, be hereby approved and adopted with any further amendments as stated:

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 day of December, 2010.

Mayor

Request for Council Action

Date: December 21, 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.

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. 10-12-129

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



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

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

Request for Council Action

Date: December 16, 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: Report of Feasibility – 2011 Assessment Job No. 2/3 – Utilities and Street Construction - Industrial Park Second Addition

Background:

The City has received a \$425,000 EDA grant and a \$250,000 DEED grant for utilities and street construction in the Industrial Park Second Addition. The total estimated project cost is \$850,000, which leaves \$175,000 to be assessed to the benefiting properties along 13th Ave NE. Therefore, we have completed the report of feasibility (see attached)

Recommendation:

Approve the report of feasibility, authorize the preparation of plans and specifications and set a date for public hearing.

Enclosures:

Report of Feasibility



December 10, 2010

Honorable Mayor and City Council
City of East Grand Forks
PO Box 373
East Grand Forks, MN 56721

RE: Report of Feasibility
Estimate of Cost and
Area Proposed to be Assessed:
13th Ave NE
Industrial Park

Dear Members of the Council:

We have as directed by Council, made an investigation as to the feasibility of constructing watermain, sanitary sewer, storm sewer and paving, to serve the properties along 13th Avenue NE from frontage road to 10th Street NE. (See attached map)

We have identified the project need as follows:

The City has received an Economic Development Administration (EDA) grant in the amount of \$425,000.00 and a Department of Employment and Economic Development (DEED) grant in the amount of \$250,000.00. The total estimated project cost is \$850,000.00, which leaves \$175,000.00 to be assessed to the benefiting properties along 13th Avenue NE.

The construction of the 8" PVC watermain 8" PVC sanitary sewer and the 12" RCP storm sewer will serve industrial lots along 13th Avenue NE. These lots would then be benefited by the proposed watermain, sanitary sewer and storm sewer improvements.

The sewage collection system is designed upon the following:

Laterals and Sub-mains - 400 gallons per capita per day.
Mains, Trunks and Outfall - 250 gallons per capita per day.

WATERMAIN

Watermain will be connected between from the existing watermain on 10th Street NE and the frontage road. (See attached map)

The estimated project cost for the watermain is approximately \$93,608.00 and the amount to be assessed is \$19,275.00, which results in an estimated assessment rate of \$8.55 per foot.

SANITARY SEWER

The sanitary sewer will be extended from manhole in the intersection of 10th Street NE and 13th Avenue NE and extended north along 13th Avenue NE for approximately 1100 feet. (See attached map)

The estimated project cost is approximately \$110,000.00 and the amount to be assessed is \$22,649.00 of which results in an estimated assessment rate of \$10.05 per foot.

STORM SEWER

The storm sewer will be extended both from the existing storm sewer along 10th Street NE and also the frontage road. (See attached map)

The estimated project cost is approximately \$42,000.00, of which \$8,650.00 will be assessed, resulting in an assessment rate of \$0.0124 per square foot.

PAVEMENT

The proposed paving on 13th Avenue NE from 10th Street NE to the frontage road will be a 41 foot section and the estimated project cost would be \$604,388.00, of which \$124,443.00 will be assessed, resulting in an assessment rate of \$55.22 per foot.

As with all proposed paving and utility projects we would propose the utilities, curb and gutter and crushed concrete be installed in 2011 and the final concrete pavement surface be installed in 2012. This results in a better construction project for the area to go throughout at least one (1) freeze/thaw cycle.

It has been our experience that the nature of our soil in the City is such that is literally impossible to achieve a stablized condition over trench areas or where fill has been placed over existing ground and compacted, we therefore anticipate some further consolidation of soil to take place in forthcoming years even though subgrade preparations will be uniform beneath the pavement. To completely eliminate the problems of settlement would make the cost of the project prohibitive.

AREAS PROPOSED TO BE ASSESSED

Industrial Park Second Addition

- | | |
|-----------|---------|
| Lots 1-10 | Block 1 |
| Lots 1-10 | Block 2 |

We feel the project as described are feasible.

If you have any questions, or if additional information is needed, please contact our office.

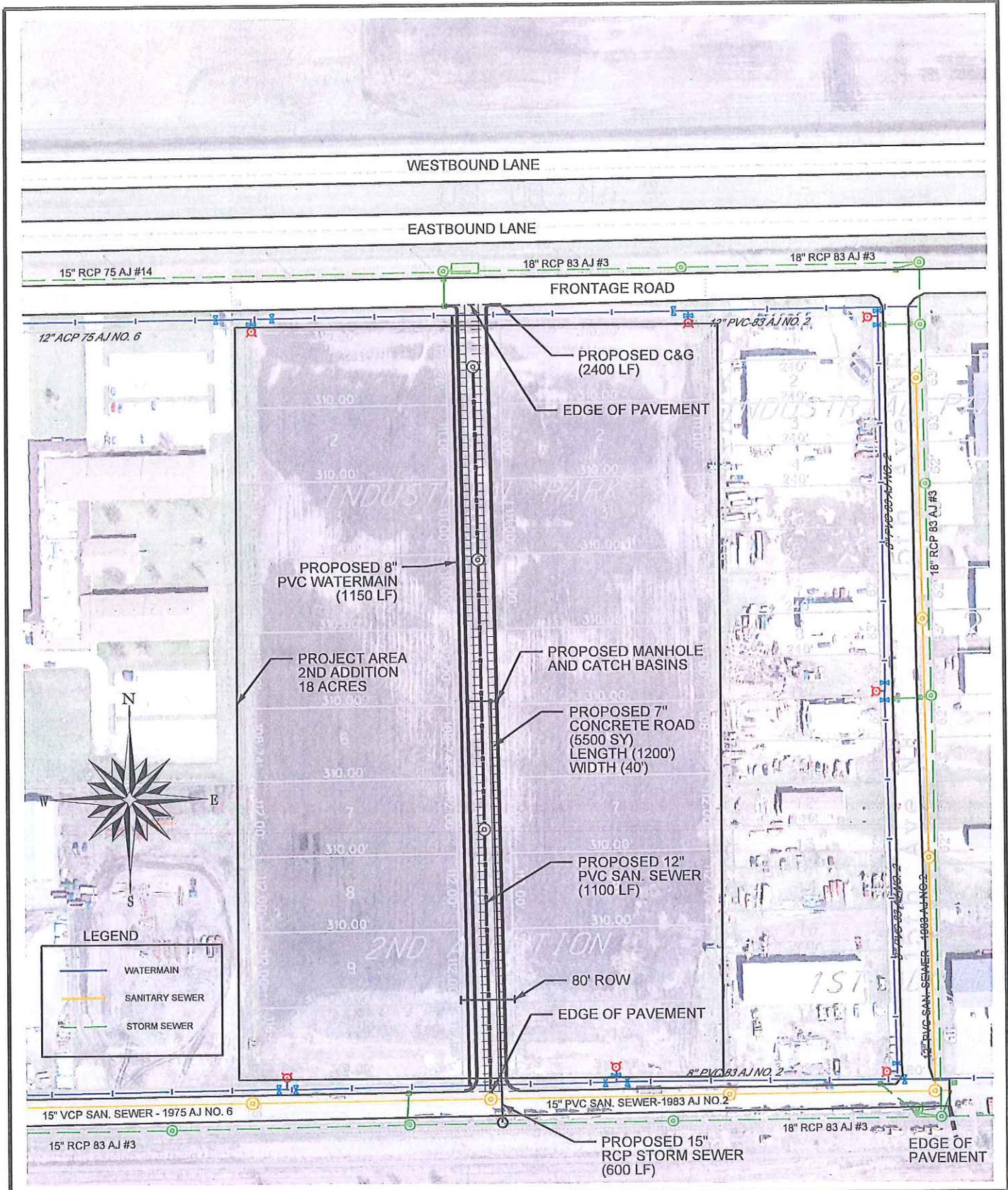
Respectfully yours,
FS Engineering



Greg L. Boppre, P.E.

GLB:kk

CC: Scott Huizenga, City Administrator



DRAWN BY: JS
 DATE: 11/22/2010
 DGN: 09_ind_park_2nd_proposal letter.dgn
 MODEL NAME: utility plan

PROJECT:

2011 Utility Construction
 Industrial Park
 East Grand Forks, MN

SHEET:

1

Resurrection Cemetery Commission Meeting
Wednesday, December 8, 2010
12:00 Noon
City Hall – Conference Room

MINUTES

The East Grand Forks Resurrection Cemetery Commission met Wednesday, December 8, 2010 at City Hall at 12:00 pm. Chairman Tucker called the meeting to order at 12:15 p.m.

Present were: Chairman Dave Tucker, Commissioner Julie Marek, Alderman Wayne Gregoire and Executive Secretary Dave Aker.

Alderman Gregoire made a motion to accept the minutes from June 2, 2010. The motion was second by Commissioner Marek; motion passed.

Executive Secretary Aker reviewed the financial minutes for September, October and November 2010. Commissioner Marek moved to approve the financial minutes. Alderman Gregoire seconded the motion and motion passed.

OLD BUSINESS:

Chairman Tucker said that the dirt out at cemetery looks good since it was leveled. The amount of concrete slabs there is at the cemetery is good until next year and we would only go to section 10 and then we would have ground level markers. He asked if the trees that were destroyed would be replaced. Secretary Aker said that Floan and Sanders agreed to replace them.

Chairman Tucker asked if the columbarium had any plans for landscaping, Secretary Aker said that Brian Larson had done the landscaping so far and it looked good. Sidewalks are going to be put in during the spring.

Secretary Aker would contact Cariveau's Construction about the sidewalk, he is also going to talk to Loren Abel about the gazebo. Chairman Tucker also brought up about finding people in the cemetery, to contact Rick Audette on the computer listing.

NEW BUSINESS:

Alderman Gregoire and Chairman Tucker are both interested in going another term, they told Secretary Aker to let the Mayor know they are interested.

Meeting was adjourned!

RESOLUTION NO. 10 – 12 – 130

Council Member ____, reported by Council Member ____, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased the following goods from Bert’s Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
11/18/10	45319	DOT Sander Truck Repair #104	\$211.20

WHEREAS, Wayne Gregoire, 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 \$211.20 on check number 8207 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 December 21, 2010.

Voting Aye:
Voting Nay: None.
Abstain: Gregoire.

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

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

I, Wayne Gregoire, being duly sworn states the following:

- 1. I am 5th Ward Council Member of the City of East Grand Forks.
- 2. The following goods were furnished to the City of East Grand Forks by Bert’s Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
11/18/10	45319	DOT Sander Truck Repair #104	\$211.20

- 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 December 21, 2010.

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)

RESOLUTION NO. 10 – 12– 131

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 8244 for a total of \$720.73.

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 \$720.73 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 December 21, 2010.

Voting Aye:
 Voting Nay: None.
 Abstain: Buckalew.

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

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 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 8244 for a total of \$720.73.
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 December 21, 2010.

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

User: ejohnson
 Printed: 12/16/2010 - 11:27 AM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8198	12/21/2010	ACM001	Acme Electric Companies	42.68	0
8199	12/21/2010	ADV001	Advanced Business Methods Inc	200.82	0
8200	12/21/2010	ALB001	Albrecht Manufacturing	294.87	0
8201	12/21/2010	ALL001	Alltel	405.35	0
8202	12/21/2010	AME002	American Tire Service	253.38	0
8203	12/21/2010	AME005	Ameripride Linen & Apparel Services	329.04	0
8204	12/21/2010	AQU001	Aqua Water Solutions	33.10	0
8205	12/21/2010	BAR005	Barnes Distribution	1,450.75	0
8206	12/21/2010	BAT001	Batteries Plus	98.27	0
8207	12/21/2010	BER001	Bert's Truck Equipment	211.20	0
8208	12/21/2010	BOR001	Border States Electric Supply	16.54	0
8209	12/21/2010	BRI003	Brite-Way Window Cleaning	55.00	0
8210	12/21/2010	BUS002	Business Essentials	74.98	0
8211	12/21/2010	BUT001	Butler Machinery Co	11.69	0
8212	12/21/2010	C&R001	C&R Laundry & Cleaners	313.68	0
8213	12/21/2010	CAR002	Carquest Auto Parts	55.30	0
8214	12/21/2010	GFT003	Donald Scott Cash	2,482.63	0
8215	12/21/2010	CIT001	Cities Area Transit	16,670.00	0
8216	12/21/2010	CLL001	CL Linfoot Co.	848.00	0
8217	12/21/2010	COM003	Complete Pest Control Inc	2,136.86	0
8218	12/21/2010	CON003	Conney Safety Products	305.07	0
8219	12/21/2010	CRE001	Creative Product Source Inc	98.89	0
8220	12/21/2010	CUM001	Cummins NPower LLC	298.33	0
8221	12/21/2010	CWF001	CW Fargo	174.00	0
8222	12/21/2010	DIA001	Richard Papenfuss Diamond Cleaning	109.76	0
8223	12/21/2010	DRU001	Drummer's Diesel Inc	240.37	0
8224	12/21/2010	EAS005	East Side Express	53.48	0
8225	12/21/2010	EAS007	East Side Travel Plaza	66.45	0
8226	12/21/2010	EXP003	Explorer Post #38	60.00	0
8227	12/21/2010	EXP002	Exponent	165.91	0
8228	12/21/2010	EZL001	EZ Locksmith	215.00	0
8229	12/21/2010	FAR001	NAPA Farnams Genuine Parts Inc	8.00	0
8230	12/21/2010	FIL001	Filter Care	107.29	0
8231	12/21/2010	FLA002	Flat Plains Services Inc	1,248.00	0
8232	12/21/2010	FRE004	Michelle & Timothy French	2,373.64	0
8233	12/21/2010	G&K001	G&K Services	212.76	0
8234	12/21/2010	GAD001	Dennis Gaddie	1,977.40	0
8235	12/21/2010	GAF001	Gaffaneys	179.95	0
8236	12/21/2010	GAL005	Randy Galstad	50.00	0
8237	12/21/2010	GAL003	Galstad Jensen & McCann PA	8,371.75	0
8238	12/21/2010	GAR001	Garden Hut Inc	308.16	0
8239	12/21/2010	GEO001	George's Quick Printing	1,058.07	0
8240	12/21/2010	GFC001	GF City Utility Billing	15,322.35	0
8241	12/21/2010	GFH002	GF Herald	83.79	0
8242	12/21/2010	GRE013	Greater MN Parks & Trails Coalition	150.00	0
8243	12/21/2010	HAI002	Rick Hajicek	427.50	0
8244	12/21/2010	HAR001	Hardware Hank	720.73	0
8245	12/21/2010	HEA001	Heartland Paper	123.86	0
8246	12/21/2010	HOM001	Home of Economy	56.32	0
8247	12/21/2010	HUG001	Hugo's	32.64	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8248	12/21/2010	HUI001	Scott Huizenga	27.00	0
8249	12/21/2010	HUN001	Huntsville Township	2,300.00	0
8250	12/21/2010	INT003	Integra Telecom	150.74	0
8251	12/21/2010	INT011	Integrated Process Solutions Inc	5,540.61	0
8252	12/21/2010	INT009	International Public Management Assc	421.50	0
8253	12/21/2010	K&K001	K&K Trucking Inc	1,960.00	0
8254	12/21/2010	KEL001	Kellermeyer Building Service	2,671.88	0
8255	12/21/2010	KEL003	Kelly Services	539.00	0
8256	12/21/2010	KUS001	Kustom Signals Inc	68.71	0
8257	12/21/2010	LAR009	Zach Larson	120.00	0
8258	12/21/2010	MAR004	Marco	196.13	0
8259	12/21/2010	MBP001	MBPTA	50.00	0
8260	12/21/2010	MID003	Midcontinent Communications	807.47	0
8261	12/21/2010	MIK001	Mike's Pizza	108.70	0
8262	12/21/2010	MIT001	Mitch Yoney Snow Removal	840.00	0
8263	12/21/2010	MNC004	MN Chief of Police Association	265.00	0
8264	12/21/2010	MND009	MN Drivers & Vehicle Services	19.00	0
8265	12/21/2010	MNN002	MN NAHRO	195.00	0
8266	12/21/2010	MNR001	MN Rec & Park Association	170.00	0
8267	12/21/2010	NEL005	Jon Nelson	65.00	0
8268	12/21/2010	NEW001	Newman Signs	1,580.00	0
8269	12/21/2010	NOR010	North Central Rental & Leasing	8,910.00	0
8270	12/21/2010	NWM001	NW MN Household Hazardous Waste	491.46	0
8271	12/21/2010	ORE001	O'Reilly Auto Parts	16.00	0
8272	12/21/2010	OHM001	Nicholas Ohman	270.00	0
8273	12/21/2010	ORC002	Richard Orchard	22,557.31	0
8274	12/21/2010	ORN001	Ornamental Iron Company	907.38	0
8275	12/21/2010	PEA001	Peak Performance	138.72	0
8276	12/21/2010	PET001	Peterson Veterinarian Clinic P.C.	1,081.34	0
8277	12/21/2010	POL009	Polk County DAC	30.04	0
8278	12/21/2010	POL007	Polk County Environmental Services	6,288.00	0
8279	12/21/2010	POL004	Polk County Recorder	20.00	0
8280	12/21/2010	PRA001	Praxair Distribution	142.08	0
8281	12/21/2010	PRE001	Premium Waters Inc	48.62	0
8282	12/21/2010	PSD001	PS Door Services	849.88	0
8283	12/21/2010	QUI001	Quill Corp	337.65	0
8284	12/21/2010	QWE001	Qwest	173.59	0
8285	12/21/2010	RAD003	RadioShack Corporation	117.41	0
8286	12/21/2010	RDO001	RDO Powerplan OIB	4,775.30	0
8287	12/21/2010	RMB001	RMB Environmental Lab Inc	360.00	0
8288	12/21/2010	ROT001	Roto Rooter	950.00	0
8289	12/21/2010	SAF002	Safety Kleen Corp	715.12	0
8290	12/21/2010	SAF001	Safety Vision	289.43	0
8291	12/21/2010	SKI001	Skinner Roofing	245.00	0
8292	12/21/2010	STE001	Stennes Granite	950.00	0
8293	12/21/2010	STE010	Sterling Siding & Remodeling	1,743.00	0
8294	12/21/2010	STU001	Stuart's Towing	710.00	0
8295	12/21/2010	SUN002	Sun Dot Communications	138.49	0
8296	12/21/2010	SUP005	Super 8 Duluth	124.72	0
8297	12/21/2010	SUR001	Surplus Center	17.50	0
8298	12/21/2010	TAB001	Tab Products Co	53.21	0
8299	12/21/2010	SEW001	Kathleen Tretter	243.68	0
8300	12/21/2010	TRU001	True Temp	1,306.32	0
8301	12/21/2010	USB003	US Bearings & Drives	75.76	0
8302	12/21/2010	VAL001	Valley Petroleum Equipment	2,202.50	0
8303	12/21/2010	VAL002	Valley Truck	930.14	0
8304	12/21/2010	VON002	Terry Vonasek	75.00	0
8305	12/21/2010	WAS001	Waste Mgmt	30,017.57	0
8306	12/21/2010	WAT001	Water & Light Department	4,441.70	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8307	12/21/2010	WDA001	WDAZ TV	225.00	0
8308	12/21/2010	XER001	Xerox Corporation	21.79	0
8309	12/21/2010	ZEE001	Zee Medical Service	52.15	0
8310	12/21/2010	ZIE001	Ziegler	1,540.82	0
				<u>173,263.03</u>	
Check Total:				<u>173,263.03</u>	