

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
JANUARY 25, 2011
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Wastewater Interconnect Study – Greg Boppre
2. Intergovernmental Agreement – Teri Kouba
3. Folsom Court Lot Sale – Jim Richter
4. Replat of Industrial Park First Addition & Disposition of City Owned Property – Jim Richter

ADJOURN

Upcoming Meetings

Regular Meeting – February 1, 2011 – 5:00 PM – Council Chambers

Work Session – February 8, 2011 – 5:00 PM – Training Room (If Needed)

Regular Meeting – February 15, 2011 – 5:00 PM – Council Chambers

Request for Council Action

Date: January 20, 2011

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

Cc: File

From: Greg Boppre, P.E.

RE: Wastewater Interconnect

Background:

We gave the City Council a power point presentation last March, 2010, regarding the potential Phase 2 sanitary sewer project. The presentation focused on the upgrades to the existing sewage ponds and the possibility of sending our waste to Grand Forks. As you know we have continued to meet with Grand Forks staff since then, trying to fine tune the Grand Forks option.

Therefore, attached is another power point presentation that we and AE2S will present at the next Work Session. We will also be giving this same presentation next Tuesday night(after this meeting) to the Grand Forks Service Safety committee.

This option may give the City, the best long term solution to treating the City's waste. I have contacted Minnesota Pollution Control Agency(MPCA), regarding this option and am waiting for an answer.

Recommendation:

Authorization to amend the Facility Plan to meet the March 4, 2011 deadline.

Enclosures:

Power point presentation

EGF – GF Wastewater Interconnect Update

East Grand Forks, MN
Grand Forks, ND

Prepared by: FS Engineering and AE2S
January 24, 2011



Where We Have Been

- **2006**
 - EGF Sanitary Sewer Improvements Facility Plan Approved by Minnesota Pollution Control Agency (MPCA)
- **2008**
 - Construction of Phase 1 (Collection System Improvements) of 2006 Facility Plan Recommendations Completed
- **2010**
 - EGF Began planning for implementation of Phase 2 of 2006 Facility Plan (Treatment System Improvements)
 - Interconnect Study Initiated with GF to determine Feasibility in lieu of Phase 2 Improvements
 - Draft Study Results were presented to respective Council's in March of 2010



EGF Phase I (Completed) - Overview

- Project Cost- \$4,101,975
- Replaced 4800 lf of 8"-15" sanitary sewer pipe
- Relined 1685 lf of 8"-15" sanitary sewer pipe
- Replaced lift station No. 4
- Modified lift station No. 7
- Installed 11,010 lf of 6" drain tile around ponds
- Average rate increase \$8.00 per month

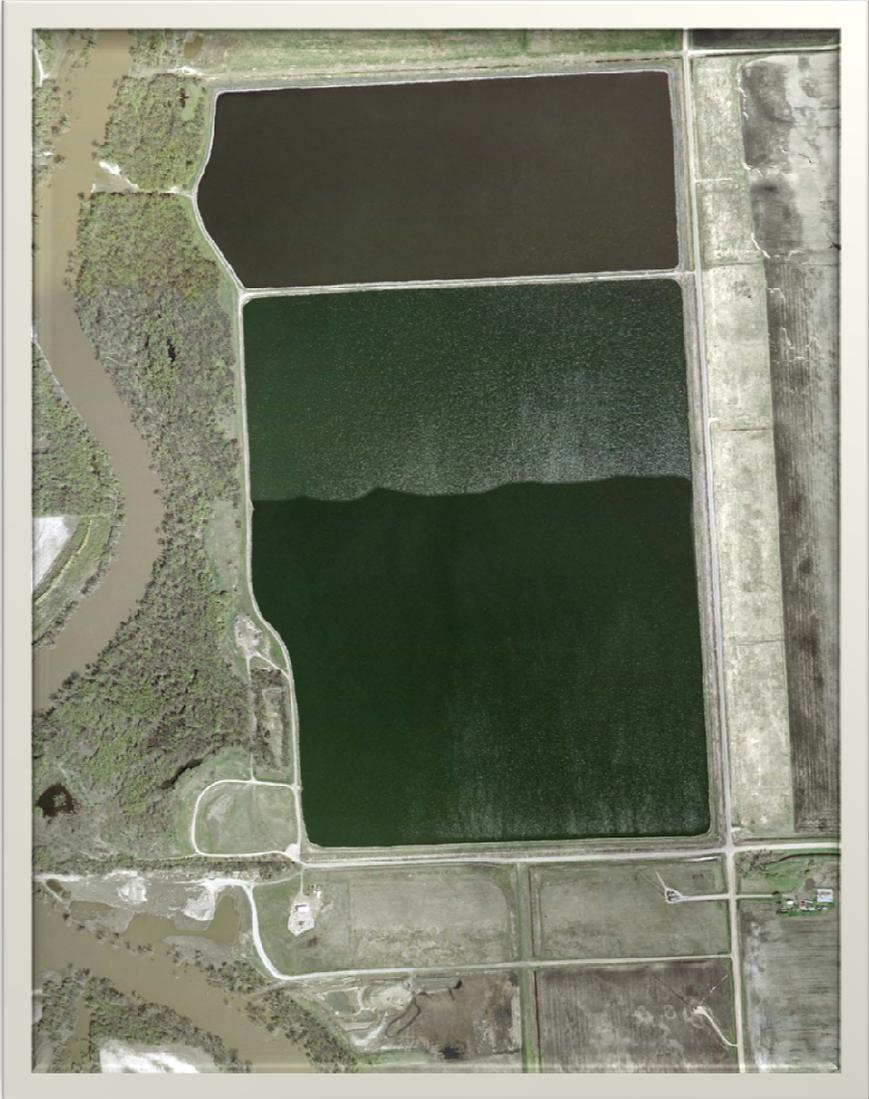


EGF Phase II – Overview

- Reconstruction of existing 2-cell system to a 3 cell system
- Increase pond capacity by raising dike by 2 feet
- Reline pond bottom with new clay
- Install new rip-rap
- Estimated project cost - \$10,626,875
- Average rate increase \$13.00 / month



Existing EGF Wastewater Treatment Ponds

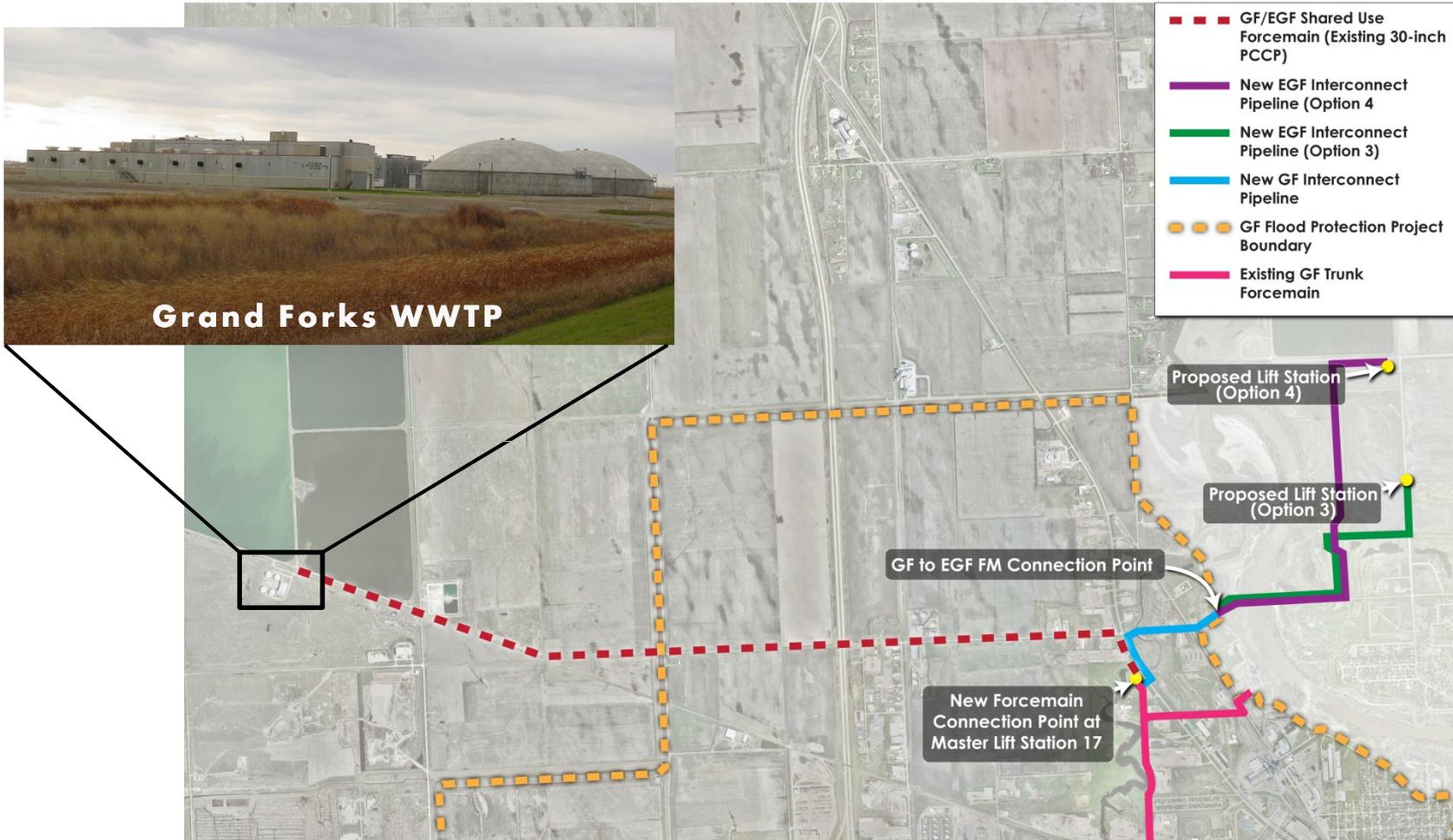


Wastewater Interconnect Study Overview

- In lieu of EGF Phase 2 Improvements, EGF send WW to GF for Treatment
- Study to date has included:
 - Engineering Feasibility Review
 - Regulatory Review
 - Construction Cost Estimates
 - GF Improvements Required
 - EGF Improvements Required
 - Cost of Service Modeling



Interconnect - Project Overview



Interconnect - Project Overview (cont.)

- EGF Improvements Required
 - New master lift station near existing ponds
 - 9,400 l.f. of new forcemain
 - Red River crossing (bore under river)
 - Estimated Total Capital Costs = \$3.2M
- GF Improvements Required
 - 3,300 l.f. of new forcemain
 - Various pump station upgrades
 - Estimated Total Capital Costs = \$971,000



Cost of Service Analysis (COSA)

- Determination of the actual costs of providing service to individual customers, groups of customers, or an entire customer base
- EGF cost causative elements of the project:
 - Assigned Costs (i.e. debt service on GF forcemain/pump station improvements)
 - Fixed Costs (i.e. capacity share of utilized GF infrastructure)
 - Variable Costs (i.e. incremental increases such as electrical/chemical costs needed to serve EGF)



Draft Results of EGF COSA (1.2 MGD Option)

Total Costs * (2009 Test Year)	Grand Forks	East Grand Forks
Customer	\$1,545,496	\$112
Customer %	99.99%	0.01%
Collection	\$1,034,086	\$7,295
Collection %	99.30%	0.70%
Pumping	\$1,692,512	\$14,133
Pumping %	99.17%	0.83%
Treatment	\$4,965,174	\$339,567
Treatment %	93.60%	6.40%
Assigned – IPP	\$192,130	\$21,348
Assigned – EGF	\$0	\$65,266
Total Cost	\$9,429,398	\$447,721
Total % Cost	95.46%	4.54%

*In adjusted 2009 dollars



EGF Projected Rate Analysis

- Current Average Sewage Cost* = \$24/month
- Proposed Average Sewage Cost (2015 estimated) w/ Interconnect Project in lieu of Phase 2 Improvements = \$35/month**
 - Estimated Cost Considers:
 - \$3.2M EGF Capital Improvements for Interconnect
 - \$447K in annual cost of service from GF

* Typical EGF Residential Sewage Cost including collection, treatment, and administrative costs

** Previously 2015 Estimated Sewage Cost for Phase 2 Improvements = \$37/month



Interconnect – EGF Rate Analysis

	<u>0</u> Current	<u>1</u> 2010	<u>2</u> 2011	<u>3</u> 2012	<u>4</u> 2013	<u>5</u> 2014	<u>6</u> 2015	<u>6</u> 2016	<u>6</u> 2017
Meter Charge (service)									
Current monthly rate	\$10.00	\$10.00	\$10.00	\$12.00	\$12.00	\$20.00	\$20.00	\$20.00	\$20.00
Estimated annual revenue	\$336,938	\$336,938	\$336,938	\$404,325	\$404,325	\$673,875	\$673,875	\$673,875	\$673,875
Each \$.50 increase generates annually	\$18,394	\$0	\$0	\$67,388	\$0	\$269,550	\$0	\$0	\$0
Residential Usage Charge (commodity)									
Rate as percent of water rate	50%	50%	50%	50%	50%	50%	50%	50%	150%
Current charge	\$2.38	\$2.43	\$2.48	\$2.48	\$2.48	\$2.48	\$2.48	\$2.48	\$2.48
Estimate annual revenue	\$274,025	\$274,025	\$279,675	\$279,675	\$279,675	\$279,675	\$279,675	\$279,675	\$279,675
Each 10% increase of water rate	\$55,709	\$0	\$5,650	\$0	\$0	\$0	\$0	\$0	\$0
Apartment Charge									
Current monthly rate	\$10.00	\$10.00	\$10.00	\$12.00	\$12.00	\$20.00	\$20.00	\$20.00	\$20.00
Estimated annual revenue	\$115,920	\$115,920	\$115,920	\$139,104	\$139,104	\$231,840	\$231,840	\$231,840	\$231,840
Each \$.50 increase generates annually	\$5,796	\$0	\$0	\$23,184	\$0	\$92,736	\$0	\$0	\$0
Commercial Usage Charge (commodity)									
Percentage of water rate:	75%	75%	75%	75%	75%	75%	75%	75%	75%
Current charge	\$3.33	\$3.64	\$3.71	\$3.71	\$3.71	\$3.71	\$3.71	\$3.71	\$3.71
Estimate annual revenue	\$263,719	\$263,719	\$269,156	\$269,156	\$269,156	\$269,156	\$269,156	\$269,156	\$269,156
Each 10% increase of water rate	\$55,709	\$0	\$5,438	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Annual Revenue	\$990,602	\$990,601	\$1,001,689	\$1,092,260	\$1,092,260	\$1,454,547	\$1,454,547	\$1,454,547	\$1,454,547

Homeowner pay monthly on gallons:

4,000	\$20	\$20	\$20	\$22	\$22	\$30	\$30	\$30	\$30
6,000	\$24	\$25	\$25	\$27	\$27	\$35	\$35	\$35	\$35
8,000	\$29	\$29	\$30	\$32	\$32	\$40	\$40	\$40	\$40
10,000	\$34	\$34	\$35	\$37	\$37	\$45	\$45	\$45	\$45

Projected Average Sewage Cost for Typical Residential User (Current through 2017)

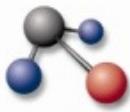
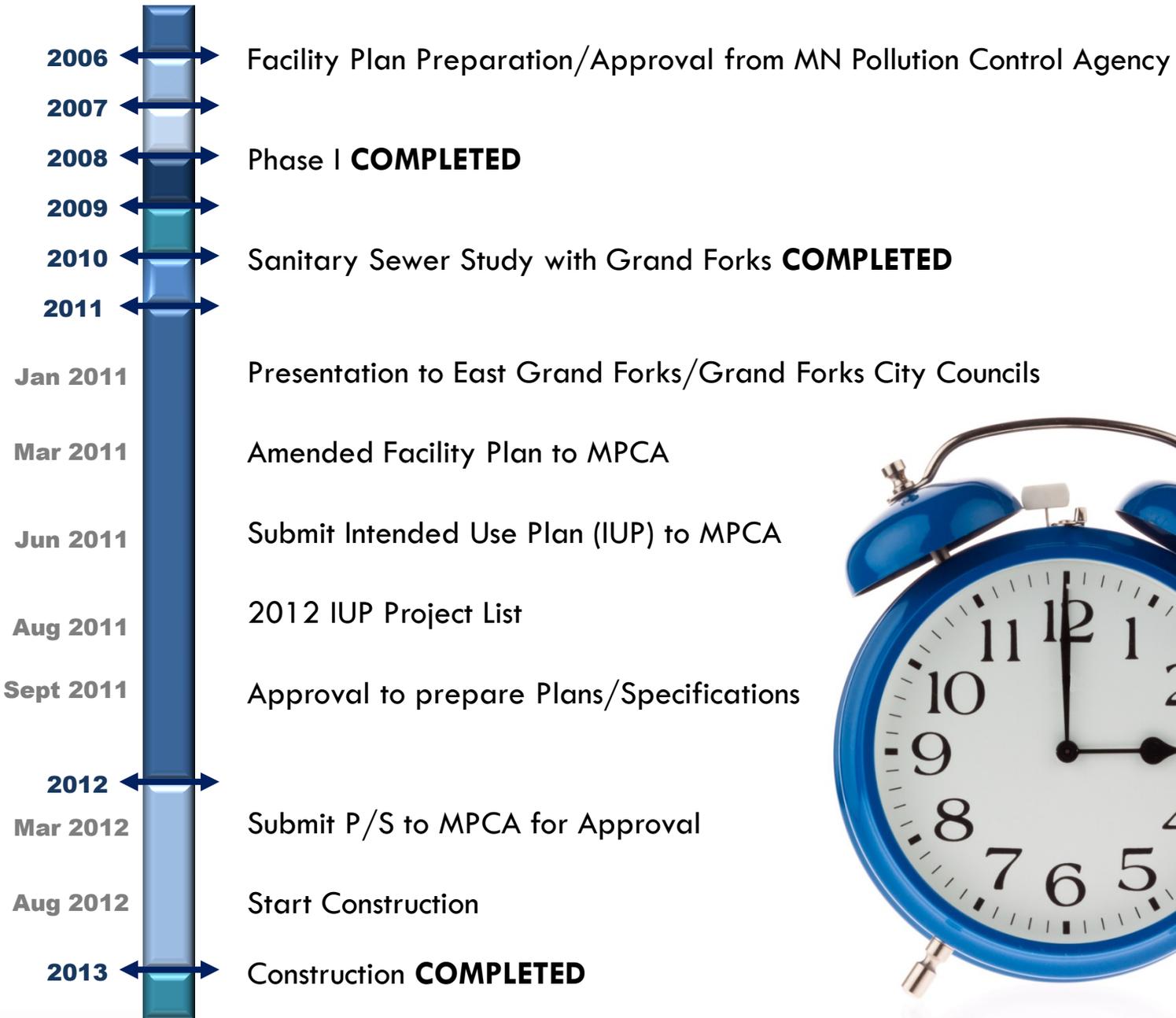


Action Required

- EGF Council Approval to amend 2006 Facility Plan to include/recommend Interconnect project
- GF/EGF Council Approval to Proceed w/:
 - COSA Finalization
 - GF Service to EGF Rate Design
 - Initiate Draft Intergovernmental Agreement
 - Per North Dakota Department of Health (NDDH), initiate Industrial Pretreatment Program (IPP) Agreement with EGF



ROAD TO COMPLETION



AES
2



Request for Council Action

Date: January 25, 2011
 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 Master Operating 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. When it was last brought before you the Grand Forks City Attorney wanted to include changes to the Master Operating Agreement and the East Grand Forks Council did not have the opportunity to review the changes. The changes are finished and are now available for the Council to fully approve. An end date is needed for the agreement.

FINDINGS AND ANALYSIS:

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

SUPPORT MATERIALS:

- The new Master Operating Agreement
- .



CITY OF GRAND FORKS

P.O. BOX 12909
GRAND FORKS, NORTH DAKOTA 58208-2909

OFFICE OF CITY ATTORNEY

E-MEMORANDUM

TO: Todd Feland, Public Works Director tfeland@grandforksgov.com
FROM: Howard D. Swanson, City Attorney
RE: Cities Area Transit Master Operating Agreement between the City of Grand Forks and City of East Grand Forks
DATE: January 18, 2011

Attached is a revised draft of the Cities Area Transit Master Operating Agreement. I have made a number of changes from the document previously provided to me. Please review this document and advise of any questions or concerns you or the department may have. Once I receive your authorization I will forward a copy of the Agreement to the East Grand Forks City Attorney for his review.

Should you have any further questions or concerns regarding this matter, please do not hesitate to contact me.

HDS/gkf

Attachment: Cities Area Transit Master Operating Agreement

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 provide for the equitable cost share and coordination of several operational facets of Cities Area Transit (hereinafter CAT).

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 hereby enter into this Master Agreement to oversee the sharing of costs for the delivery of public mass transportation in the Metro Area. This Master Agreement shall be used 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. This Master Agreement shall govern 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, which is located in Grand Forks, North Dakota, 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 incorporated herein 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 expenses include 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 are identified on **Exhibit 1**. This exhibit may be amended from time to time by mutual agreement as vehicles change.

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 considered on a case by case basis for contribution by East Grand Forks.

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 incorporated herein by reference. Where duplicate recommendations exist, Grand Forks shall be required to maintain in accordance with the stricter standards. In the event of any accident involving a CAT vehicle, the owner of such damaged vehicle shall be responsible for determining the best course of action for repair, 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. Grand Forks shall initially pay such expenses and shall receive reimbursement from East Grand Forks within thirty (30) days of the date of billings issued by Grand Forks based on the Cost Allocation Formula in **Exhibit 1**, as may be amended from time to time by mutual agreement.

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. Grand Forks shall initially pay such expenses and shall receive reimbursement from East Grand Forks within thirty (30) days of the date of billings issued by Grand Forks based on the Cost Allocation Formula in **Exhibit 1**, as may be amended from time to time by mutual agreement.

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 initially pay such expenses and shall receive reimbursement from East Grand Forks within thirty (30) days of the date of billings issued by Grand Forks based on the Cost Allocation Formula in **Exhibit 1**, as may be amended from time to time by mutual agreement.

3.4 CAT Paratransit

Paratransit service is supplied by a third party contractor who is also responsible for the maintenance of their vehicles. The costs for providing this service are reimbursed by Grand Forks and East Grand Forks monthly on a 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 initial costs shall be paid by Grand Forks. East Grand Forks shall reimburse Grand Forks for its respective share within thirty (30) days of the date of billings issued by Grand Forks.

3.5 CAT Senior Rider

Drivers and extra vehicles needed to provide this service are supplied by a third party contractor who is also responsible for the maintenance of their vehicles. The costs for providing this service are reimbursed by Grand Forks and East Grand Forks monthly on a 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 initial costs shall be paid by Grand Forks. East Grand Forks shall reimburse Grand Forks for its respective share within thirty (30) days of the date of billings issued by Grand Forks.

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 shall be split between Grand Forks and East Grand Forks based on the Cost Allocation Formula identified in **Exhibit 1**, which may be amended from time to time by mutual agreement. The initial operating costs shall be paid by Grand Forks. East Grand Forks shall reimburse Grand Forks for its respective share, less credits for collected fares, within thirty (30) days of the date of billings issued by Grand Forks.

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. Fixed Route service shall be provided on designated routes as detailed in the Route Map in **Exhibit 2**, as may be amended from time to time by mutual agreement. The Fixed Route service shall be provided on the days and times detailed in the Route Map in **Exhibit 2**, as may be amended from time to time by mutual agreement.

Minor route or schedule modifications of an emergency nature or in response to passenger demand in East Grand Forks may be made without prior approval of the City of East Grand Forks or amendment to this Agreement, provided that such modifications do not exceed the service cost. The City of East Grand Forks shall be advised of any such minor modifications in the course of normal operations.

Reduced Fare Eligibility Certification. Certification of eligibility for reduced fares shall be made pursuant to 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 shall be shared between Grand Forks and East Grand Forks based on the Cost Allocation Formula identified on **Exhibit 1**, which may be amended from time to time by mutual agreement. The initial costs shall be paid by Grand Forks. East Grand Forks shall reimburse Grand Forks for its respective share within thirty (30) days of the date of billings issued by Grand Forks.

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 Grand Forks.

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 managed by Grand Forks. Grand Forks shall have primary responsibility to address complaints, service disputes, statistical record keeping and any other areas 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 reasonably required by East Grand Forks on either a monthly or quarterly basis as requested by East Grand Forks and in a reasonable manner or format approved by East Grand Forks. Such reports shall be submitted no later than thirty (30) days following the period 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. 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 shall be 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 be responsible for the initial payment of all expenses. East Grand Forks shall reimburse Grand Forks within thirty (30) days of the date of invoice. Reimbursement shall be based upon 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 of 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 shall be responsible for the sale of prepaid ride tickets. Should service be discontinued, Grand Forks and East Grand Forks shall reimburse passengers for any outstanding coupons returned within thirty (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
Cities Area Transit - Master Operating Agreement

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 direct 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 reasonably required by East Grand Forks on either a monthly or quarterly basis as requested by East Grand Forks and in a reasonable manner or format approved by East Grand Forks. Such reports shall be submitted no later than thirty (30) days following the period 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.

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 with disabilities 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 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 be responsible for the initial payment of such expenses. East Grand Forks shall reimburse Grand Forks within thirty (30) days of the date of any invoice prepared by Grand Forks. Reimbursement shall be based upon actual ridership. Grand Forks shall also credit East Grand Forks, on a monthly basis, for the fare collected per eligible passengers and companions. Grand Forks shall inform East Grand Forks of 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 shall be responsible for the sale of prepaid ride tickets. Should service be discontinued, Grand Forks and East Grand Forks shall reimburse passengers for any outstanding coupons returned within thirty (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 with in each cities 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 coordinate with the contract operator with respect to complaints, service disputes, statistical record keeping and other areas 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 reasonably required by East Grand Forks on either a monthly or quarterly basis as requested by East Grand Forks and in a reasonable manner or format approved by East Grand Forks. Such reports shall be submitted no later than thirty (30) days following the period 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 Cities Area Transit - Master Operating Agreement

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 costs are shared as follows:

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 Grand Forks. East Grand Forks shall reimburse Grand Forks for such maintenance expenses within thirty (30) days of the date of invoice prepared by Grand Forks. Reimbursement shall be based upon the Cost Allocation Formula identified in **Exhibit 1**, which may be amended from time to time upon mutual agreement.

7.5 Fares and Pricing

Fares and pricing shall be adjusted upon joint concurrence of Grand Forks and East Grand Forks.

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 used in cooperation with East Grand Forks. The following cost sharing and operational arrangements shall apply:

8.1 Operations

The operational costs of the MTC shall be 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 and may be amended upon mutual agreement of Grand Forks and East Grand Forks.

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.

Any decision with respect to additions to or renovations of the MTC shall be made by the City of Grand Forks, following consultation with the City of East Grand Forks.

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 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.

11.2 Safety/Inspections

Grand Forks shall perform routine safety inspections of CAT Fixed Route and Paratransit vehicles prior to beginning the day's service. Vehicles failing the routine inspection will not be used in service until the reason for failure is corrected. East Grand Forks reserves the right

to inspect the vehicles to determine whether they are being properly maintained and are in safe operating condition. If a vehicle fails such inspection, it shall be removed from service until the problem(s) is 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 Required

- A. Insurance Required:** Grand Forks agrees to maintain insurance in the minimum amounts of \$500,000.00 for a single claim for property damage, personal injury and/or wrongful death and \$1,500,000.00 for any number of claims for property damage, personal injury or wrongful death arising out of a single occurrence
- B. Workers' Compensation Coverage.** Grand Forks will provide workers' compensation coverage for all CAT employees and will require any third party contractor providing services in East Grand Forks to provide workers' compensation insurance in accordance with the requirements of the State of Minnesota, including Coverage B, Employer's Liability, with limits not less than:
- \$100,000.00 per employee; and
 - \$500,000.00 aggregate.
- Grand Forks will also require any third party contractor providing services in the State of North Dakota to provide proof of workers' compensation coverage as statutorily required.
- C. Certificate of Insurance.** Upon request, Grand Forks will provide East Grand Forks with evidence of continued coverage or the issuance of any new policy providing insurance coverages. Grand Forks will notify East Grand Forks upon any material change in the terms, conditions or coverages of any policy obtained by the City of Grand Forks for services provided in East Grand Forks. The City of East Grand Forks and State of Minnesota shall be named as an additional insured on such coverages provided for services and activities rendered in the State of Minnesota.
- D. Company Rating.** Grand Forks will obtain insurance policies from an insurance company or government insurance risk pool having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

11.4 Federal Clause

Applicable federal requirements are incorporated herein as set forth in **Exhibit 9**.

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, governed by, and construed according to the laws of the State of North Dakota, except where otherwise specifically provided herein.

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 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 parties shall engage in mandatory mediation. The parties agree that during any period of mediation that each will continue to comply with the other provisions of this agreement so that no interruption of transit services is experienced by the citizens of Grand Forks and/or East Grand Forks or other users of the mass transit system. No termination of service shall be effective except upon thirty (30) days written notice following the conclusion of any mediation.

Article Thirteen Duration

The Master Agreement shall terminate on the _____ day of _____, 20____, except 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, except where otherwise provided herein.

Article Fourteen No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the parties hereto. This Agreement is solely for the benefit of the parties hereto and no other person or persons shall have any right, benefit, priority or interest under or because of the existence of this Agreement. This Agreement is solely for the benefit of the parties hereto and no other person or persons shall have any right, benefit, priority or interest under or because of the existence of 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

YEAR/MAKE	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**

Request for Council Action

Date: January 18, 2011

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

Cc: File

From: Economic Development Housing Authority

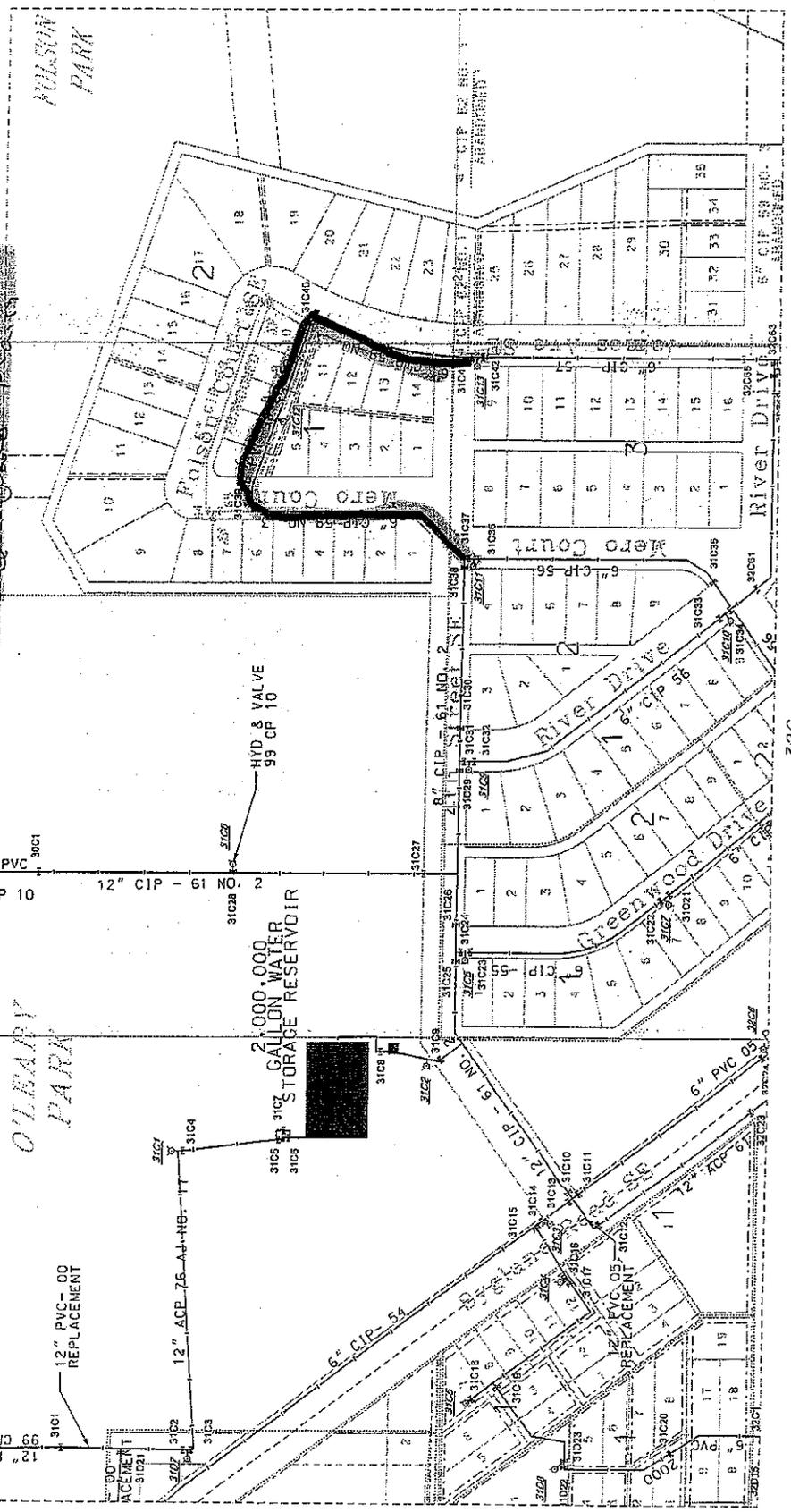
RE: Consider sale of city owned lot on Folsom Court.

In acquiring property for the dike alignment, the city purchased several parcels in the Folsom Court area. Some of the homes had been substantially damaged and others salvageable. The lot in question was brought to our attention by an interested party looking for an established neighborhood in which to build new. As we looked at this lot which is lot 11 blk 1 of the Folsom Park addition it became clear that the property is buildable with access off of I believe James Avenue. The lot size is 60 ft by approx 135 and has no utilities encumbering the buildable area. I would suggest a price of \$ 25,000 given that there are no specials and it is an established neighborhood on the end of a cul-de-sac.

Any question prior to the meeting please call me at 773-2371.



WATER MAIN



30C

30C

30C

30C

30C

30C

30C

31B

O'LEARY PARK

FOLSON PARK

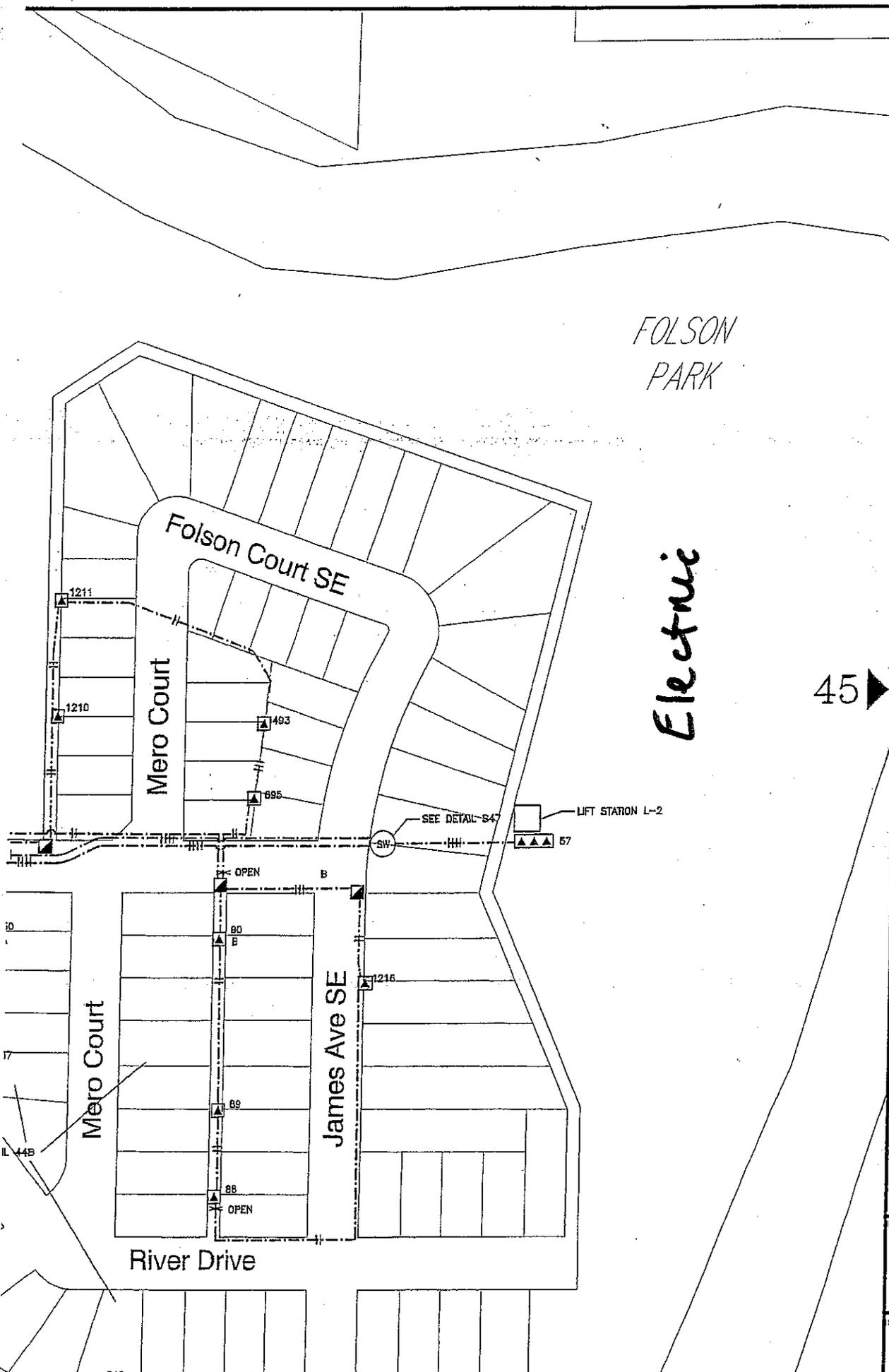
2,000,000 GALLON WATER STORAGE RESERVOIR

HYD. & VALVE 95 CP 10



DATE	4/17/2009	PROJECT	East Grand Forks, Minnesota
DRAWN BY	SW/SL/SGM	CHECKED BY	no shown
SCALE	AS SHOWN	PROJECT NO.	Water System
DATE		PROJECT NO.	
SCALE		PROJECT NO.	

FLOAN-SANDERS, INC.
 CONSULTING ENGINEERS
 1000 10TH AVENUE S.W.
 GRAND RAPIDS, MI 49508-1000
 PHONE: (616) 231-1100
 FAX: (616) 231-1101
 WWW.FLOAN-SANDERS.COM



REV.	DATE	APP.	DESCRIPTION
7	3/05		MAP UPDATES
8	3/07		MAP UPDATES
9	2/08		MAP UPDATES
10	1/09		MAP UPDATES
11	1/10		MAP UPDATES



CITY OF
EAST GRAND FORKS, MINNESOTA
ELECTRICAL SYSTEM MAPPING

PRINTED: 2/25/2010

SCALE: 1"=200'

SHEET NO.
44

Request for Council Action

Date: January 18, 2011

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

Cc: File

From: Economic Development Housing Authority

RE: Consider replat of Industrial Park First addition and disposition of city owned property.

Preface: In the early 80's, local city leaders came together to establish the Industrial Park First addition to the city. The Chamber leaders raised funds to buy the land; the City Council established a tax increment district to help pay infrastructure costs and submit applications to the State and Federal Governments for additional funding to complete the project. The land purchase contained an 80 foot parcel that runs the length of the park N/S that perhaps was to be considered a road way of the future. The piece was never plated and only appeared on maps that encompassed the city limits. Two years ago we relocated the utilities in the original right of way in the industrial park plat moving them to a new ten foot easement within that 80 ft to the east. The main idea was to make available additional land by which the businesses in the park could expand. In order for the businesses to use that land it would need to be replated and ownership should be changed.

Therefore we are looking at replating the 80 ft parcel to be attached to the existing parcels and transferring ownership to the current property owners in that block. There are 4 owners of record. Any question prior to the meeting please call me at 773-2371.

US Highway 2 SW

Gateway Dr South

83.04277.00

83.04287.00

83.03066.00

83.03067.00

83.04278.00

83.04288.00

83.03050.00

83.03068.00

83.03069.00

83.04279.00

83.04289.00

83.03070.00

83.03071.00

83.04280.00

83.04290.00

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83.04295.00

83.03064.00

83.03081.00

83.04286.00

83.04296.00

83.03065.00

83.03081.00

15th Ave NE

83.00113.57

83.02313.00

10th St NE