

**AGENDA  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, JULY 25, 2023 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

1. **Update on Legislative Session from the Coalition of Greater MN Cities – Marty Seifert**
2. **Request to Amend Memorandum of Understanding for School Resource Officer Services – Michael Hedlund**
3. **Consider Approving the Safe Streets and Roads for All Program Memorandum of Understanding – Nancy Ellis**
4. **Review of Pace Addition Plat – Nancy Ellis**
5. **Review of Residential Incentives – Paul Gorte**
6. **Request to Start Hiring Process for Accounting Technician – Megan Nelson**
7. **Request for Direction on Engineering Services – Megan Nelson**
8. **Consider Proposed 2023 Winter Registration Rates – Reid Huttunen**
9. **Request to Fundraise for Playground at Griggs Park Trailhead – Reid Huttunen**

**ADJOURN:**

**PLEASE SEE NEXT PAGE FOR SPECIAL MEETING AGENDA**

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

**AGENDA  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, JULY 25, 2023 – FOLLOWING THE WORK SESSION**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

1. Consider adopting Resolution to 23-07-48 approving the Employment Agreement for the City Administrator position between the City of East Grand Forks and Mr. Reid Huttunen.
2. Consider approving to start the hiring process to fill the position of Park and Recreation Superintendent.
3. Discussion on possibly filling Interim Park and Recreation Superintendent position.

**ADJOURN:**

**Upcoming Meetings**

Council Meeting – Tuesday, August 1, 2023 – Council Chambers – 5:00 PM  
Work Session – Tuesday, August 8, 2023 – Training Room – 5:00 PM  
Council Meeting – Tuesday, August 15, 2023 – Council Chambers – 5:00 PM  
Work Session – Tuesday, August 22, 2023 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

# Request for Council Action

Date: 07/21/2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Michael Hedlund – Chief of Police

RE: Requested Amendment to the MOU Regarding School Resource Officer Services

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**Background:** In 2014 the East Grand Forks Police Department received a COPS Grant to help pay for a new officer so that the EGFPD could assign an experienced officer to be a School Resource Officer (SRO) for the East Grand Forks Public Schools (ISD # 595). The grant paid partial funding toward wage and benefit expenses for three years. The EGFPD/City of East Grand Forks and the East Grand Forks Public Schools had partnered on this grant and had agreed to split the remaining wage and benefit expenses on a 50/50 basis. The grant required a mandatory one-year retention period that was entirely at local expense. This expense was also split between the City and ISD # 595. At the conclusion of the retention period the City and ISD # 595 entered into a three-year MOU to continue the SRO position and the 50/50 share of expenses. In the Spring of 2022 the City and ISD # 595 renewed this MOU with a new agreement that was scheduled to run from June 1, 2022 through May 31, 2025.

In the Spring of 2023 EGFPD staffing levels had fallen to the point that the EGFPD was forced to pull the SRO out of the schools to cover a position within our Patrol Division. Our SRO continued to work with the schools as much as possible, but his priority had to be his Patrol position. Because of that the decision was made that the City would not bill ISD #595 for their share of the position until our SRO was back in the schools on a full-time basis. We anticipate that the SRO will resume his duties in the ISD # 595 schools on a full-time basis on Monday September 25, 2023.

In the course of City of East Grand Forks 2024 budget discussions a request was made to ISD # 595 that they take on a larger share of the SRO wage and benefit expenses for the SRO position since, under normal circumstances, the SRO spends approx. 2/3 of their time working in the schools. In a verbal agreement ISD # 595 has stated that they are willing to take on a greater share of these expenses with the cost ratio changing from 50/50 to 65% ISD # 595 and 35% City of East Grand Forks. They have requested that all other terms of the existing MOU remain the same and that the City provide a revised MOU reflecting the new financial split. The plan is for this arrangement to be discussed and voted on by the ISD # 595 School Board in August 2023. ISD # 595 did stress that they do not want to see another situation where the SRO has to be pulled from the schools. I have assured them that no one was happy about that decision and that we will do everything possible to ensure that it is not repeated.

**Budgetary Impact:** The City of East Grand Forks contract with the Police union group (LELS) expires at the end of 2023 and a new contract has not been finalized. Accurate cost savings will not be able to be determined until that contract is finalized but this will be a new savings for the City of East Grand Forks.

**Recommendation:** It is my recommendation that the City of East Grand Forks authorize the amendment of the School Resource Officer MOU between the City and ISD # 595 to reflect the new 65/35 cost share and that the City formally approve this amended agreement.

**Enclosures:** Copy of the existing School Resource Officer MOU between the City of East Grand Forks and the East Grand Forks Public Schools – ISD # 595.

## **MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER SERVICES**

This Memorandum of Understanding is entered into by and between the East Grand Forks Public School District, East Grand Forks, Minnesota (hereinafter “District”) and the City of East Grand Forks, Minnesota (hereinafter “City”) by and through the East Grand Forks Police Department.

WHEREAS, the City provides police services within the City of East Grand Forks, Minnesota; and

WHEREAS, the District provides educational services within the City of East Grand Forks, Minnesota; and

WHEREAS, both the City and the District are desirous to dedicate a police officer to School Resource Officer duties within the public school buildings of the District, duties associated with matters arising from the activities of the School Resource Officer and duties associated with safety on or near school grounds.

NOW THEREFORE, the parties hereto agree as follows:

I. **ASSIGNMENT OF THE SRO:** The City will assign a School Resource Officer (hereinafter “SRO”) to the District for service at locations that are mutually agreed upon by the City and the District. The SRO will provide general police services at the locations assigned.

II. **EMPLOYMENT STATUS:** The SRO will remain an employee of the City and not an employee of the District and will provide general police services within the District locations as assigned. The District shall not be responsible for; and the City agrees to indemnify and hold the District harmless from liability for the withholding of any taxes related to the assignment of the SRO by the City to the District, including but not limited to State and Federal income tax, worker’s compensation benefits, or unemployment compensation premiums.

III. **SCHOOL RESOURCE OFFICER - DESIGNATION – PURPOSE**

A. The purpose of this agreement is to delineate services provided by the City for the District as part of the SRO program. The City’s SRO is hereby authorized to serve as the District’s “law enforcement unit” for purposes of:

- a. Enforcing local, state and federal laws;
- b. Referring to appropriate authorities matters of enforcement of any local, state or federal law against any individual or organization other than the District itself; and
- c. Maintaining the physical security and safety of the District.
- d. The SRO shall NOT serve as a disciplinarian for the school district.

B. It shall be recognized by both parties that “law enforcement unit” records shall be exempt from the requirements of the Family Educational Rights and Privacy Act (FERPA). To meet the requirements of this exemption, “law enforcement unit” records must meet the following criteria:

- a. The records must be created by the law enforcement unit;

- b. The records must be created for a law enforcement purpose; and
  - c. The records must be maintained by the law enforcement unit.
- C. It shall be recognized by both parties that records of a “law enforcement unit” does not mean:
- a. Records by a law enforcement unit for a law enforcement purpose that are maintained by a component of the District other than the law enforcement unit; or
  - b. Records created and maintained by a law enforcement unit exclusively for non-law enforcement purpose, such as disciplinary action or proceeding conducted by the District.

IV. **RESPONSIBILITIES OF THE CITY OF EAST GRAND FORKS AND THE EAST GRAND FORKS POLICE DEPARTMENT:** The SRO shall be an employee of the City and supervised by, and answerable to the Chief of Police or his designee. The City shall be responsible for the actions of the SRO within the scope of his employment. The SRO shall be an experienced officer selected by the City of East Grand Forks with approval of the District. The City of East Grand Forks will assist the District meet its responsibilities to students and their families by:

- A. Agreeing to provide services, as defined in the “Purpose” stated above and the attached Job Description, to the District during the term of this agreement.
- B. Ensuring that the SRO is aware of, and adheres to, all federal and state regulations and District policies/procedures applicable to the provision of services as defined in the “Purpose” above, and attached Job Description.
- C. Acknowledging the District’s exclusive and direct control over all personally identifiable information from student’s education records in the possession of the SRO in the course of work covered by this agreement except for records and information that meets the criteria of a “law enforcement unit” record in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Minnesota Government Data Practices Act, (MGDPA). Any personally identifiable information from students’ education records provided by the District to the SRO that does not meet the criteria of a “law enforcement record” shall be subject to the provisions of FERPA and MGDPA, including but not limited to parental access/inspection and (re)disclosure restrictions. Students’ education records shall not be removed from the District’s premises.
- D. Ensuring that personally identifiable information from students’ education records disclosed by the District to the SRO is not used for research purposes of any kind without prior written approval of the District Superintendent or designee(s).
- E. Evaluating the SRO’s work performance and as part of the evaluation process, seeking input from District staff (school principals or designees).
- F. Providing the SRO with a cell phone and laptop computer for use in the duties of the SRO.

- G. Having the SRO available to the District during days that school is in session, or by special arrangements as determined by the City and the District.
  - a. The SRO shall be allowed to be absent from the District’s premises for training purposes with prior approval of the District (Superintendent) and the City (Chief of Police or designee).
  - b. The SRO will be allowed to be absent from school for purposes of appearing in court.
  - c. The SRO will be allowed to be absent from the District’s premises for three days during the school year (for reasons other than training) without the City providing a replacement SRO. Any absences beyond three days during the District school year will require a replacement SRO to be provided by the City.
  - d. The SRO shall not be required to be on District premises during school curriculum days unless the SRO is providing training for District personnel.
  - e. The SRO will work District special events (i.e. dances, significant sporting events, etc.) providing arrangements have been made to provide the SRO with sufficient notice so as to allow the SRO an opportunity to adjust his regular work schedule. Per the LELS labor contract with the CITY, adjustments to the work schedule must be made at least 30 days in advance.
  - f. The SRO may conduct home visits on behalf of the District or the City – including students being sent home for various reasons and students who are not in school.
  - g. The SRO will coordinate the transportation of students to juvenile detention when necessary and appropriate.
  - h. The SRO will continue to provide annual DARE instruction to students at Sacred Heart and Riverside Christian Schools.
  
- H. Providing the SRO with appropriate uniforms and equipment to allow for the effective performance of his duties.
  
- I. Ensuring that while on the District’s premises, the SRO wears a District issued identification badge and verbally identifies himself as an SRO when in contact with parents of District students.
  
- V. **RESPONSIBILITIES OF THE EAST GRAND FORKS PUBLIC SCHOOL DISTRICT:**  
 The District will assist the City to meet its responsibilities by:
  - A. Designating the SRO as a school official, and allowing or providing for the disclosure of personally identifiable information from students’ education records when it is determined that SRO’s have a legitimate educational interest in the information in order to perform the duties set forth in this agreement and such disclosure does not violate FERPA and MGDPA. Upon request, providing input into the performance evaluation of the SRO.
  - B. The District shall provide the SRO with the policies and procedures that the District has in place regarding FERPA.
  - C. The District shall provide training and educational materials to ensure the SRO is properly trained regarding their duties and responsibilities under FERPA.

- D. Providing office space, necessary furniture and telephone on District premises for the SRO.
  
- VI. COST-SHARE: The partnership between the City and the District was originally supported financially by a grant through the United States Department of Justice – COPS Office. Since January 10, 2020 the City and the District have equally shared the base salary and benefit expenses for this position. Moving forward for the duration of this MOU the following is agreed upon:
  - A. The City shall assign an experienced officer as the SRO. The City and the District shall equally share in the cost of the base salary and benefits for this officer. These costs will be based upon the current salary and benefit expenditures for the officer based upon the labor agreement between the City and Law Enforcement Labor Services.
  - B. The District will be provided a copy of the current LELS contract (and each subsequent contract during the period of this agreement) that covers the salary and benefits of the SRO.
  
- VII. REPRESENTATION AS TO ADEQUATE INSURANCE COVERAGE: Each party of this agreement represents and warrants to the other that it has and shall maintain in effect adequate liability insurance, Worker’s Compensation, and other appropriate forms of insurance coverage sufficient to generally protect the respective parties to this agreement and their employees carrying out the objectives of the agreement and each shall provide the other with a declarations page showing said insurance.
  
- VIII. INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS:
  - A. The City shall indemnify, defend, and hold harmless the District, its officers and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney’s fees and costs) which result from or arise in connection with any action, negligence or omission of the City and its employees.
  - B. The District shall indemnify, defend and hold harmless the City, its officers and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney’s fees and costs) which result from or arise in connection with any action, negligence or omission of the District and its employees.
  - C. The indemnifications provided herein shall survive the termination of this agreement.
  
- IX. ACCESS TO EDUCATIONAL RECORDS (FERPA): Both the City and the District agree that all information regarding a student that is considered an educational record will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the student and/or parent, except for access required by law, regulation, and third party agreements. The District and the City agree that the SRO will have access to educational records as the SRO is considered a school official who the District has

determined to have a legitimate educational interest and right to have access to educational records under the Family Educational Right to Privacy Act (FERPA) and each party shall comply with all requirements with respect to protected educational rights as defined by FERPA. The provisions of this paragraph shall survive the termination of this contract.

- X. **WAIVER:** No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any term or other provision.
- XI. **SAVINGS CLAUSE:** Any term or provision of this Agreement which now or hereafter is determined to be invalid or unenforceable shall not impair the validity of the remainder of this Agreement.
- XII. **ANNUAL REVIEW:** The goals, objectives, expectations and other details of the School Resource Officer Program shall be reviewed at least annually between the members of the City and the members of the District. Following such review, the City and the District may reduce to writing their understanding of the Program. The failure to follow by the guidelines prepared under this paragraph XII shall not give rise to any claim for relief by one party against the other.
- XIII. **ASSIGNABILITY:** This agreement is not assignable by either party without the prior written consent of the other party.
- XIV. **AMENDMENTS:** This agreement may be amended or modified at any time, but only by the written agreement of the parties hereto.
- XV. **TERM OF CONTRACT:** The term of this agreement shall begin June 1, 2022 and shall end May 31, 2025. The agreement may be renewed thereafter upon the consent of all parties, and provided that the Cost-Share agreement reflect an agreed upon cost basis for each party. This contract may be voided ninety (90) days after formal written notice is given by the School District (Superintendent of Schools) to the City (City Administrator) or by the City (City Administrator) to the School District (Superintendent of Schools).

**East Grand Forks Public School District – ISD #595**

\_\_\_\_\_  
By: Michael Kolness  
Its: Superintendent

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

**City of East Grand Forks**

\_\_\_\_\_  
By: David Murphy  
Its: City Administrator

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

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By: Mark Olstad  
Its: City Council President

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Date:

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By: Michael S. Hedlund  
Its: Chief of Police

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Date:

# Request for Council Action

Date: July 25, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Approve the SSRA Program MOU for the approved Action Plan Grant

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## RECOMMENDATION:

Approve the Memorandum of Understanding with the Grand Forks/East Grand Forks Metropolitan Planning Organization and the City of Grand Forks for the Safe Streets and Roads for All Action Plan grant program. This document has been reviewed by both City Attorneys.

## BACKGROUND:

**UPDATE:** We have been awarded funding for the Safe Streets and Roads for All Action Plan Grant. We have received \$500,000 to conduct the study and prepare the action plan; of which the local entities must match the 80/20 split of \$100,000. Grand Forks and East Grand Forks will each be responsible for \$50,000.

(RCA information from July 2022): The Safe Streets and Roads for All (SS4A) program is a new federal funding program which was released recently. This program provides Federal grant funding from the United State Department of Transportation. This is a program is similar to the Highway Safety Improvement Program (HSIP) in that it is focused on improving safety of the traveling public, however it can have a significantly expanded scope of potential funding opportunities for implementation. There is approximately \$1 billion available nationally each year.

This funding is split into two categories, Action Plan grants and Implementation grants. Action Plan grants are used to develop a Comprehensive Safety Action Plan. The Implementation grants are used to fund projects and programs identified in the Comprehensive Safety Action Plan. To be eligible for Implementation grants the applicant must have a Comprehensive Safety Action Plan in place. The City does not currently have a plan which meets the necessary requirements. As this is a new

program many cities do not have Comprehensive Safety Action Plans which meet the necessary requirements. Anticipated cost share of this program is 80% Federal and 20% local match.

Eligible recipients of this program include: MPOs, political subdivisions of a state (including cities, towns, counties, special districts, and similar units of local government), federally recognized tribal government, and multijurisdictional groups comprised of the above eligible recipients. State Departments of Transportation including the Minnesota Department of Transportation are NOT an eligible entity under this program.

City staff has had discussions with MPO staff and Grand Forks staff regarding this program. Through these discussions it is staff's recommendation that the MPO be the lead applicant as their jurisdictional area covers both Grand Forks and East Grand Forks. Additionally, to be eligible for Implementation grants, the Comprehensive Safety Action Plan cannot be older than five years, which if this program continues in the future could potentially be sequentially updated like the Land Use Plan, Transit Development Plan, Street & Highway Plan, and Bike & Pedestrian Plan developed by the MPO.

The MPO's Executive Board met on July 20, 2022 to discuss this item, questions were asked and they were in favor of applying. Any questions regarding the MPO Executive Board discussion can be best answered by our City Council board members, Clarence Vetter and Marc Demers.

It is anticipated that if funding is awarded that the MPO will take necessary steps to get a consultant hired to complete the Comprehensive Safety Action Plan. It is estimated that such a plan would cost approximately \$500,000. The SS4A program is a reimbursement style grant. This means that the joint applicants need to pay for the plan upfront and seek reimbursement of Federal funds later. Staff is anticipating that with the MPO managing the development of the plan, the MPO will receive the invoices from the consultant, and will invoice each city for 50% of the amount to pay the consultant. The MPO would then prepare and submit the necessary paperwork to seek the federal funds reimbursement and then pass those funds to both cities. It is anticipated that once the plan is completed that the total expenditure will be \$400,000 Federal, \$50,000 East Grand Forks, and \$50,000 Grand Forks.

To document the anticipated arrangements a Memorandum of Understanding (MOU) is being drafted. This MOU is intended to outline the general nature of the plan development if funds are awarded. A draft of the Memorandum of Understanding between the MPO, Grand Forks, and East Grand Forks is attached.

#### ANALYSIS AND FINDINGS OF FACT:

- The proposed project presented by staff is believed to meet the program requirements.
- Council approval is required prior to submittal to the MPO. Thereafter it will go before the MPO Technical Advisory Committee, and MPO Executive Board meeting, and then be forwarded to the USDOT.
- It is anticipated that the City will have an upfront cost of \$250,000, however after reimbursement the City's anticipated cost is anticipated to be \$50,000.
- Any recommendations for projects will be used for future grant applications.

SUPPORT MATERIALS:

- 2022 Safe Streets and Roads for All (SS4A) Summary Sheet (2 pages)
- Draft Memorandum of Understanding (3 pages)

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Grand Forks, a North Dakota municipal corporation (hereinafter the "City of GF"), 255 N. 4<sup>th</sup> Street, Grand Forks, ND 58201; City of East Grand Forks, a Minnesota municipal corporation (hereinafter the "City of EGF"), 600 Demers Ave, East Grand Forks, MN 56721; and the Grand Forks/East Grand Forks Metropolitan Planning Organization (hereinafter the "MPO"), 255 N. 4<sup>th</sup> Street, Grand Forks, ND 58201.

## RECITALS

WHEREAS, the mission of MPO, is to 1) carry out the metropolitan transportation planning process for the Greater Grand Forks area; and 2) to support, coordinate, and collaborate with local government agencies in regional planning efforts;

WHEREAS, the parties seek to enter into a collaborative arrangement to develop a Comprehensive Safety Action plan if funds are awarded, to work towards developing a safer community for those who visit or live in Greater Grand Forks;

WHEREAS, on **Month, Day, Year**, the Grand Forks City Council authorized both one-time and recurring funding to assist in this;

WHEREAS, on **Month, Day, Year**, the East Grand Forks City Council authorized both one-time and recurring funding to assist in this;

NOW THEREFORE, it is hereby understood and agreed as follows:

### 1. Agreement.

1.1 The MPO in coordination with the City of GF and the City of EGF, will develop a planning grant application for the Safe Streets and Roads for All (SS4A) grant program.

1.2 The MPO will be the lead applicant for an SS4A Action Plan grant application.

1.3 The City of GF and City of EGF will be joint applicants for the SS4A Action Plan grant application.

1.4 If funding is awarded for an Action Plan grant and the MPO hires a consultant to develop a Comprehensive Safety Action Plan, the MPO will invoice the City of GF for 50% of the consultant invoices, and the MPO will invoice the City of EGF for 50% of the consultant invoices.

1.5 The MPO will produce and submit reimbursement requirements to the United States Department of Transportation (USDOT) or other reimbursement entity for the maximum amount allowable.

1.6 Upon receipt of the grant reimbursement funds from the USDOT or other reimbursement entity, the MPO shall use the entirety of those funds to reimburse the City of GF and the City of EGF, in an equal amount, for their respective invoice payments made pursuant to Section 1.4 herein.

1.7 It is anticipated that the estimated cost of the proposed Comprehensive Safety Action Plan is \$500,000.

1.8 It is anticipated that Federal funding through the SS4A grant program will be 80%.

1.9 It is anticipated that the net costs for the City of GF and City of EGF after the MPO reimbursement will be \$50,000 each. It is understood that this amount may change based on the amount awarded through the SS4A program and the actual consultant costs.

2. **Roles and Responsibilities.**

2.1 **MPO.** MPO will direct and manage activities associated with elements listed above in this Agreement, coordinate with other joint applicants, partners, and public as needed to execute them. If funding is awarded, the MPO will solicit for and manage the consultant in developing a Comprehensive Safety Action Plan that is in compliance with the requirements of the SS4A program for use in potential future implementation grant applications under SS4A.

2.2 **City of GF.** The City's MPO Technical Advisory Committee representatives will be the MPO's primary point of contact for activities outlined in this Agreement. City of GF funding to support these activities will be provided as indicated in Sections 1.4 through 1.6 herein. Engineering department staff will process MPO's requests for payment, which will include invoices, receipts, timesheets, or other supporting documents as appropriate.

2.3 **City of EGF.** The City's MPO Technical Advisory Committee representatives will be the MPO's primary point of contact for activities outlined in this Agreement. City of EGF funding to support these activities will be provided as indicated in Sections 1.4 through 1.6 herein. Engineering department staff will process MPO's requests for payment, which will include invoices, receipts, timesheets, or other supporting documents as appropriate.

3. **Amendment.** No amendment to this Agreement shall be effective unless stated in writing and executed by all parties.

4. **Assignment.** This Agreement shall not be assigned by any party without the written consent of the other parties.

5. **Indemnity.** Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement or the services or activities undertaken hereunder.

6. **Termination.** This agreement may be terminated by any party with sixty (60) days written notice.

7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. The provisions of this Agreement shall be construed, and the performance thereof shall be enforced, in accordance with the laws of the State of North Dakota. **The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue in the Grand Forks County Court, Northeast Central District, State of North Dakota.** In the event that any one or more of the provisions contained in this Memorandum of Understanding shall, for any reason, be held invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Memorandum of Understanding, provided, however, if the payment of any portion of the funds associated therewith is declared invalid or unenforceable, such amount shall be returned to the City by the MPO.

8. **Public Records.** The parties recognize that certain records relating to the performance of the activities contemplated herein may constitute open records under the provisions of North Dakota Century Code Chapter 44-04, to the extent applicable. **The parties of this Memorandum of Understanding must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the City of East Grand Forks under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the parties.**

**CITY OF GRAND FORKS,  
A NORTH DAKOTA MUNICIPAL CORPORATION**

**CITY OF EAST GRAND FORKS,  
A MINNESOTA MUNICIPAL CORPORATION**

\_\_\_\_\_  
By: Brandon Bochenski, Its Mayor  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Steve Gander, Its Mayor  
Dated: \_\_\_\_\_

Attest:

**GRAND FORKS/EAST GRAND FORKS  
METROPOLITAN PLANNING ORGANIZATION**

\_\_\_\_\_  
By: Maureen Storstad, Its Director of Finance  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Stephanie Halford, Its Executive Director  
Dated: \_\_\_\_\_

# Request for Council Action

Date: July 25, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Review of the Pace Addition Plat

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## BACKGROUND AND SUPPORTING DOCUMENTATION OF REQUEST:

We have received an application from Jake Green, Green Life Properties LLC, to replat Lots 1-6 and Lot 13 and a vacated alleyway of Block 28 and Block 29 part of Traill's Addition; Outlot 13 of the Auditor's Plat of Outlots; and Govt Lots 5 and 6 in Section 1, Twp 151N, Range 51W in Polk County. These lots are located along 2<sup>nd</sup> Avenue NE and 2<sup>nd</sup> Street NE, just south of the railroad tracks. There are several buildings located within the existing lots (including Pace Painting and three others along 2<sup>nd</sup> St NE) and this new plat will combine lots that have buildings on them, define and access easement/alleyway to create 4 new lots. The City's utility group is currently reviewing the easement/alleyway access for electrical purposes; and may request additional easement footage for easier access to our utilities.

A public hearing for the plat will be held on August 2, 2023 at the Planning Commission meeting. If approved by the Planning Commission, this plat will be presented to City Council at the August 15, 2023 meeting.

Encl.

# PACE ADDITION

TO THE CITY OF EAST GRAND FORKS, MINNESOTA

(BEING A REPLAT OF LOTS 1 THRU 6, AND LOT 13, BLOCK 29 AND VACATED ALLEYWAY ADJACENT TO SAID LOTS 4 THRU 6 & BLOCK 28, ALL IN TRAILL'S ADDITION & BEING A REPLAT OF OUTLOT 13 OF AUDITOR'S PLAT OF OUTLOTS AND BEING A PLAT OF PART OF GOVT LOT 5 & PART OF GOVT LOT 6, SECTION 1, TWP. 151 N., R. 50 W., POLK COUNTY, MINNESOTA)

(PRELIMINARY PLAT)

7-6-2023

## OWNERS CONSENT AND DEDICATION

"KNOW ALL PERSONS BY THESE PRESENTS": That Green Life Properties, LLC, the owner and proprietor of the following described property:

- Lots 1, 2, 3, 4, 5, 6, and 13, Block 29, Trails Addition to the City of East Grand Forks, Minnesota and that part of vacated alley situated in Block 29, Trails Addition to East Grand Forks, which lies East of the line between Lots 6 and 7, in Block 29, Trails Addition projected in a straight line from the South line of said alley to the north line of said alley, according to the official plat thereof, on file and of record, in the office of the County Recorder in and for County of Polk and State of Minnesota.
- All of Block 28, Trails Addition to the City of East Grand Forks, according to the official plat thereof, on file and of record, in the office of the County Recorder in and for County of Polk and State of Minnesota.
- 3rd Avenue Northeast between Blocks 28 and 29, Trails Addition to the City of East Grand Forks Minnesota.
- Auditor's Outlot 13 of Auditor's Plat of Outlots to East Grand Forks, Minnesota.
- The Southwesterly 50.0 feet of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 150.0 foot wide right of way, being 75.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across Government Lot 5 and the Northwest Quarter of the Northwest Quarter of Section 1, Township 151 North, Range 50 West of the 5th P.M., Polk County, to the North line of said Lot; thence North 90 feet parallel to the West line of said Lot; thence West 135 feet along the North line of said Lot to the point of beginning.
- That portion of Government Lot 6 of Section 1, Township 151 North, Range 50 West of the 5th P.M., Polk County, Minnesota, lying contiguous to and Easterly of Auditor's Outlot 13, East Grand Forks, described as follows:

Beginning at the Northeast corner of said Auditor's Outlot 13, said corner being 75.0 feet Southwesterly, as measured at right angles from the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as originally located and constructed; thence South along the East line of said Auditor's Outlot 13, also being the West line of said Government Lot 6 to a point 100.0 feet Southerly, as measured at right angles from said Main Track centerline; thence continuing South along the East line of said Auditor's Outlot 13, also being the West line of said Government Lot 6, a distance of 26.0 feet; thence Southwesterly, deflecting an angle of 59 degrees 33 minutes to the left of the last described course, to the intersection with a line drawn parallel with and distant 10.0 feet East, as measured at right angles from the West line of said Government Lot 6; thence North along the last described parallel line to the intersection with the Southeasterly extension of the Northerly line of said Auditor's Outlot 13; thence Northwesterly along said Southeasterly extension to the Point of Beginning.

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

Jacob Green, President, Green Life Properties, LLC

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jacob Green, President, Green Life Properties, LLC.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

## CITY COUNCIL APPROVAL

I hereby certify that the within plat of "PACE 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 \_\_\_\_\_, 2023.

Megan Nelson, Interim City Administrator/Clerk  
City of East Grand Forks, Minnesota

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Megan Nelson, Interim City Administrator/Clerk.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

## COUNTY TREASURER TAX STATEMENT

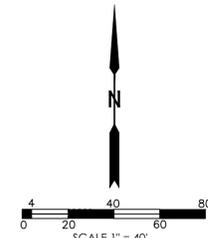
I hereby certify that all taxes for 2023 on the land described herein are paid.

Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE  
COUNTY RECORDER CERTIFICATE  
DOCUMENT NUMBER

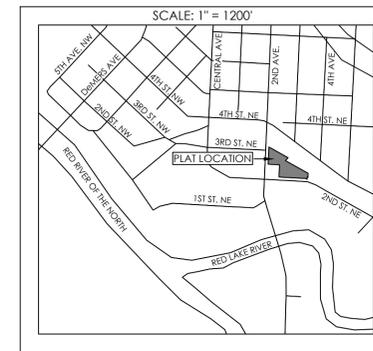
I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this \_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock \_\_\_\_ M., and was duly recorded in as Document No. \_\_\_\_\_

Polk County Recorder, State of Minnesota



- MONUMENT FOUND
- SET MONUMENT
- EXTERIOR BOUNDARY LINE
- INTERIOR BOUNDARY LINE
- QUARTER - QUARTER LINE
- EXISTING LOT LINE
- EASEMENT LINE
- RAILWAY CENTERLINE

## VICINITY MAP



## SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as "PACE 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 that outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in MS 505.01 Subd. 1 or public highways to be designated other than as shown.

Gerald D. Pribula, Registered Land Surveyor  
Minnesota Registration, Number 13468

STATE OF MINNESOTA)  
COUNTY OF POLK)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said County and State, personally appeared Gerald D. Pribula, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

## CITY PLANNING COMMISSION APPROVAL

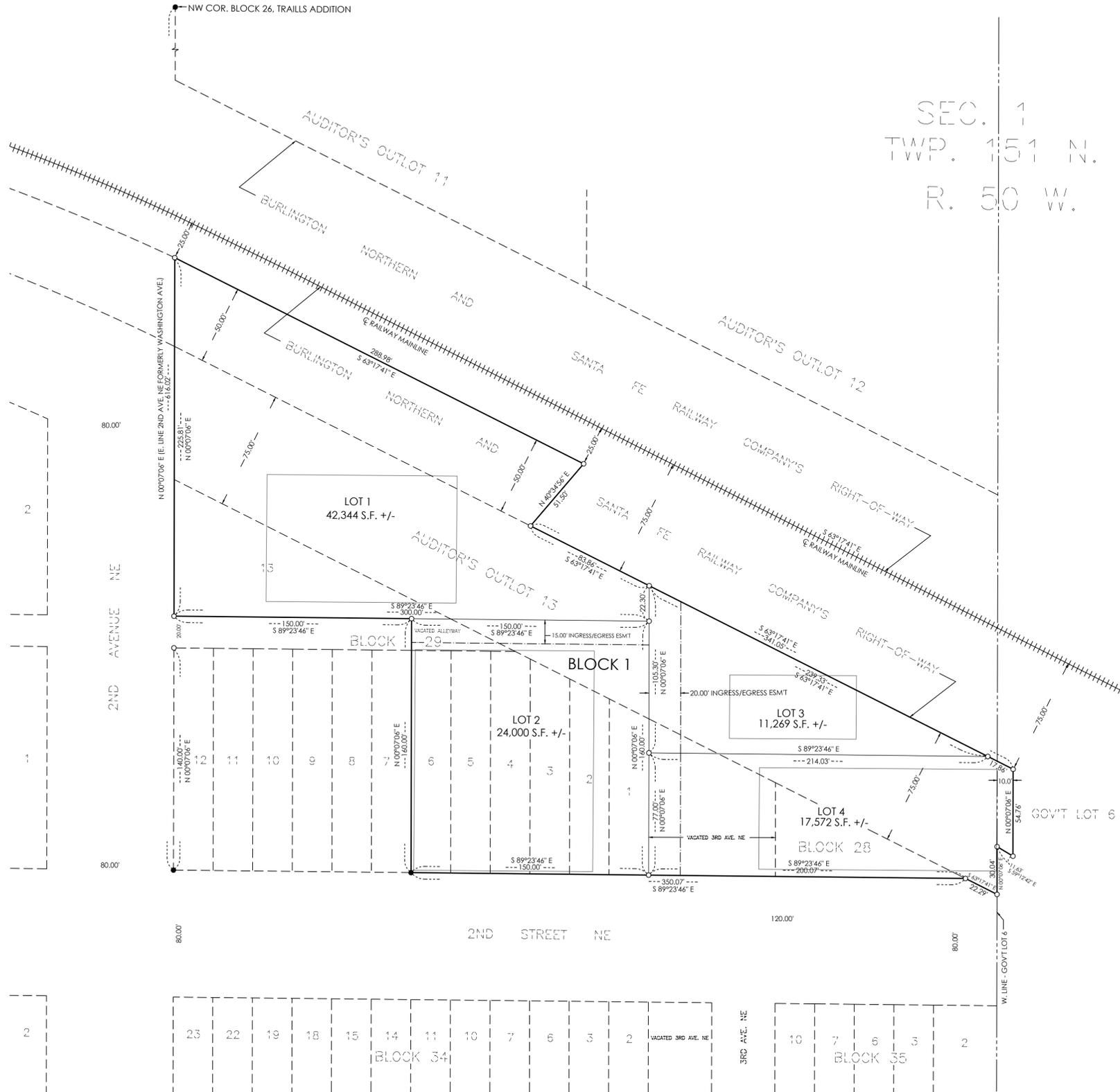
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Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Chad Erickson, Planning Commission Secretary.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_



# PACE ADDITION

TO THE CITY OF EAST GRAND FORKS, MINNESOTA

(BEING A REPLAT OF LOTS 1 THRU 6, AND LOT 13, BLOCK 29 AND VACATED ALLEYWAY ADJACENT TO SAID LOTS 4 THRU 6 & BLOCK 28, ALL IN TRAILL'S ADDITION & BEING A REPLAT OF OUTLOT 13 OF AUDITOR'S PLAT OF OUTLOTS AND BEING A PLAT OF PART OF GOVT LOT 5 & PART OF GOVT LOT 6, SECTION 1, TWP. 151 N., R. 50 W., POLK COUNTY, MINNESOTA)

(PRELIMINARY PLAT)  
7-6-2023

## OWNERS CONSENT AND DEDICATION

"KNOW ALL PERSONS BY THESE PRESENTS": That Green Life Properties, LLC, the owner and proprietor of the following described property:

- Lots 1, 2, 3, 4, 5, 6, and 13, Block 29, Trails Addition to the City of East Grand Forks, Minnesota and that part of vacated alley situated in Block 29, Trails Addition to East Grand Forks, which lies East of the line between Lots 6 and 7, in Block 29, Trails Addition projected in a straight line from the South line of said alley to the north line of said alley, according to the official plat thereof, on file and of record, in the office of the County Recorder in and for County of Polk and State of Minnesota.
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Jacob Green, President, Green Life Properties, LLC

STATE OF MINNESOTA  
COUNTY OF POLK

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Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

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Megan Nelson, Interim City Administrator/Clerk  
City of East Grand Forks, Minnesota

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COUNTY OF POLK

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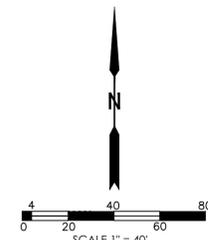
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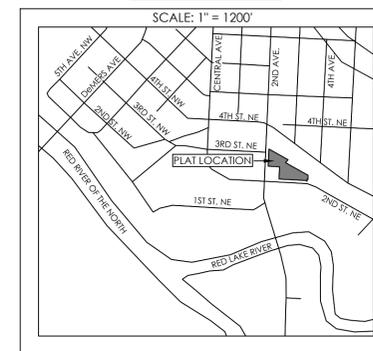
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COUNTY OF POLK

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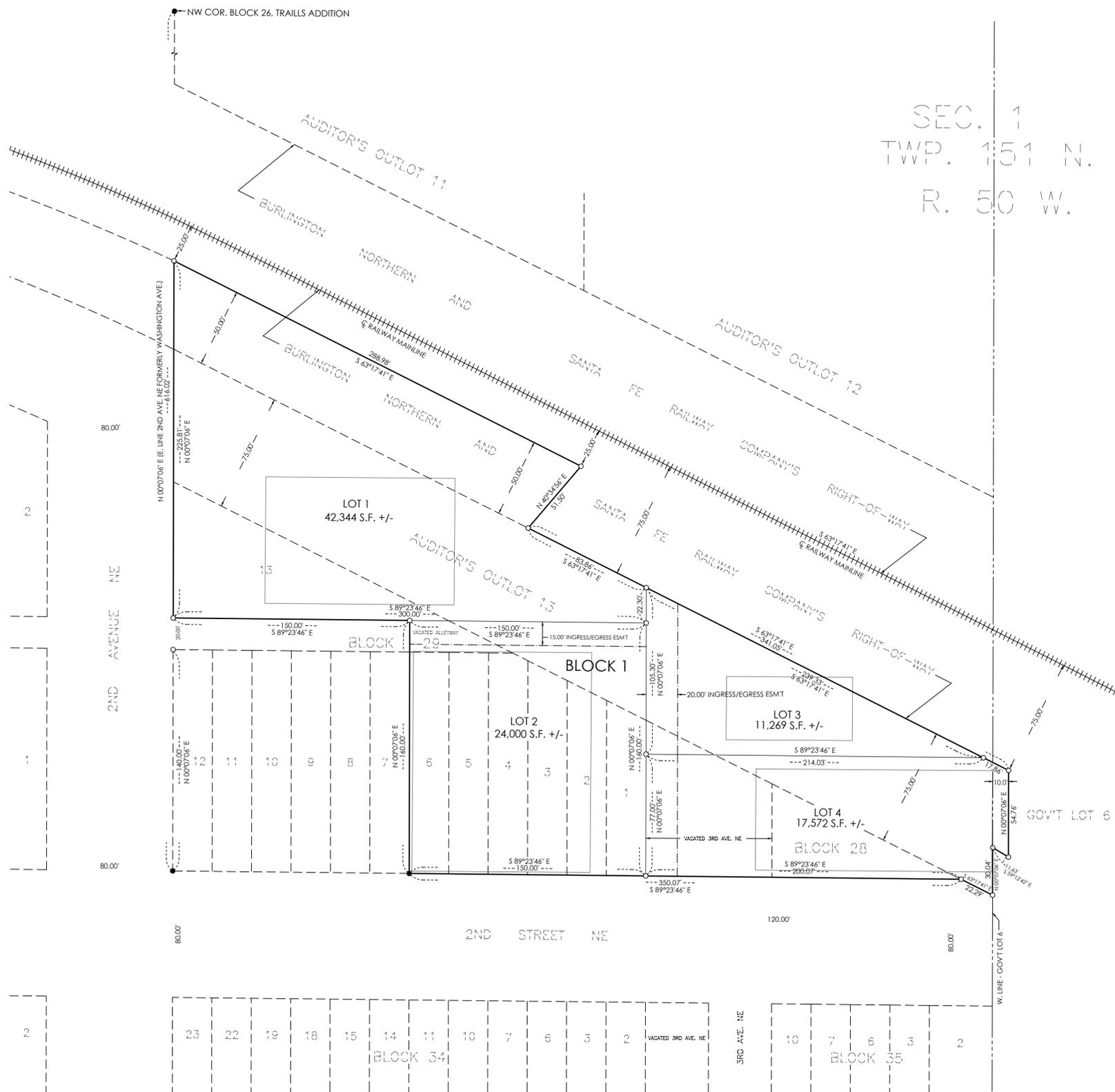
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Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA  
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State of Minnesota  
My Commission Expires: \_\_\_\_\_



# Request for Council Action

Date: July 25, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Economic Development Director

RE: Residential Incentives

There are four incentive programs for new homes. Two are oriented to builders.. Two are oriented to the purchaser. The funding for three of the programs is in the 280 account. The fourth program is a payment deferral program that uses no additional funding. The only revenues going into the 280 fund are the net proceeds from home sales and the payments for the Valley Golf loan.

One builder incentive allows the builder to purchase a lot, under certain conditions, for \$1000 down.. with the remainder of the lot price paid at the time of the closing on the constructed home. This program defers income until after the home has been sold.

The other builder incentive provides up to \$100,000 in a loan to pay for building materials, with repayment to the City at the time of home closing. The program provides for a maximum of three such loans at any time. The program has resulted in the construction of spec homes. This program is funded through the 280 account.

One residential program is the property tax rebate program done in collaboration with the School District and County. The program has been a popular incentive., There have been 3-20 new properties eligible for the program each year (2012-2023). The rebate for City taxes has ranged from \$10,429.57 (2014) to \$77,694.43 (2021). Last November the Council approved a rebate for 13 properties for a total City rebate of \$27,665.38.

The other residential incentive is the landscaping incentive program. This program was retained because of the importance of promoting curb appeal. There are less than \$10,000 rebates in any year. (That equates to the maximum rebate for 20 homes in a year.

The 280 account is being depleted and can no longer support the \$100,000 incentive program. At a future date, the account will lack funds for the buyer rebate programs as well. Therefore, there are two issues to

be discussed. 1) Whether to continue the \$100,000 builder incentive program and, if so, how to fund it. 2) Whether to continue the purchaser incentives and, if so, how to fund them.

The \$100,000 program has produced results. There is another fund that could be used to provide funding for up to two \$90,000 loans at any time the Town Square Fund, the 635 account. This account has about \$183,000 in available funds that are not being used for any purpose. It would provide a secure source for the incentive and not require any additional City funding but, rather, use idle funds. The EDA discussed this situation and recommended that the program be continued at the lesser level in the 635 account.

Regarding the buyer's incentives, the EDA has discussed the importance of both incentives to residential development. The EDA favors the retention of both programs. Tax abatement programs can be funded through the levy; that is done for the Valley Golf incentive. The small amount of funds needed for the landscaping program are tiny when compared to the benefits of curb appeal to the community. The EDA has said that the City should continue to provide the small amounts of money needed for the program because of the benefit to the community.

Recommendation:

Discuss and provide direction

# Request for Council Action

Date: 7/20/2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Karla Anderson

RE: Accounting Technician Position

---

The City Accounting Technician position has been open since May 12, 2023.

Recommendation:  
Start the hiring process for City Accounting Technician.

# Request for Council Action

Date: 7/21/23

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration Office/Finance Committee

RE: Request for Direction on Engineering Services

---

The Finance Committee met on July 20<sup>th</sup> and at that meeting it was determined it would not be cost effective to bring engineering in-house. Direction is needed from Council on how to move forward with engineering services and if a Request for Proposal for engineering services should be prepared. The current contract has expired.

# Request for Council Action

Date: July 25, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, Parks & Recreation

RE: Proposed 2023 Winter Registration rates

---

**Background:**

In the 2023 Budget, we budgeted for an approximately 5% increase to our registration fees. Budgeted revenue increases are needed to keep up with the rising costs of utilities, supplies, and staffing that we will see across all our programs and facilities.

At our Ad Hoc Finance Committee meetings, I have shared information on the true cost of operating our winter programs and proposed recreation fee increases that would appropriately cover those costs. The Parks & Recreation Commission has reviewed this study as well, and has suggested these fee increases be considered in increments over a 2-3 year time frame.

Attached is a sample of a 3 year fee increase plan, beginning this year. To date, this plan has yet to be shared for input and feedback with our local support organizations (Northern Lights Figure Skating Club and EGF Blue Line Club), and their feedback is an important aspect of this.

I am presenting the proposed plan with the request that the 2023 fee be considered for approval and adoption immediately, and the 2024 and 2025 rates be shared with each of the sport support clubs for input and feedback.

**Recommendation:**

Approve proposed fee for 2023 to bring estimated revenues in line with our 2023 budget.

**Enclosure:**

Winter Recreation Fee 2022 summary and Fee increase proposal

**Hockey**

**2023**

**2024**

**2025**

Level	2022-2023 Total Program Cost	2022 Registration Fee	2022 Gross Registration Revenue	2023 Fee (Approx 5% increase)	2023 Potential Income	2024 Proposed Fee	2024 Potential Income	2025 Proposed Fee	2025 Potential Income
Bantams	\$ 45,276.00	\$ 650.00	\$ 27,950.00	\$ 685.00	\$ 29,455.00	\$ 850.00	\$ 36,550.00	\$ 1,075.00	\$ 46,225.00
Peewee/Girls 12U	\$ 54,033.00	\$ 595.00	\$ 35,105.00	\$ 625.00	\$ 36,875.00	\$ 750.00	\$ 44,250.00	\$ 925.00	\$ 54,575.00
Squirts/Girls 10U	\$ 20,166.00	\$ 365.00	\$ 18,980.00	\$ 400.00	\$ 20,800.00	\$ 400.00	\$ 20,800.00	\$ 415.00	\$ 21,580.00
Mites/Girls 8U	\$ 3,717.00	\$ 250.00	\$ 15,000.00	\$ 250.00	\$ 15,000.00	\$ 250.00	\$ 15,000.00	\$ 250.00	\$ 15,000.00
Termites	\$ 2,892.00	\$ 150.00	\$ 6,750.00	\$ 150.00	\$ 6,750.00	\$ 150.00	\$ 6,750.00	\$ 150.00	\$ 6,750.00
<b>TOTAL</b>	<b>\$ 126,084.00</b>	<b>Gross/expected</b>	<b>\$ 103,785.00</b>		<b>\$ 108,880.00</b>		<b>\$ 123,350.00</b>		<b>\$ 144,130.00</b>
		<b>Net Actual</b>	<b>\$ 87,594.00</b>						

**Basic Skating, Private Ice, and Ice Show**

Skating Level	22-23 Total Program Cost	2022 Registration Fee	2022 Gross Registration Revenue	2023 (Approx 5% increase)	2023 Potential Income	2024 Proposed Fee	2024 Potential Income	2025 Proposed Fee	2025 Potential Income
Private Ice	\$ 25,742.75	\$ 170.00	\$ 12,750.00	\$ 185.00	\$ 13,875.00	\$ 260.00	\$ 19,500.00	\$ 350.00	\$ 26,250.00
Free Skate 4-6	\$ 1,405.67	\$ 170.00	\$ 850.00	\$ 180.00	\$ 900.00	\$ 225.00	\$ 1,125.00	\$ 285.00	\$ 1,425.00
Pre-Skate 1-3	\$ 1,254.42	\$ 170.00	\$ 850.00	\$ 180.00	\$ 900.00	\$ 225.00	\$ 1,125.00	\$ 285.00	\$ 1,425.00
Basic 4-6	\$ 1,405.67	\$ 125.00	\$ 1,000.00	\$ 135.00	\$ 1,080.00	\$ 155.00	\$ 1,240.00	\$ 185.00	\$ 1,480.00
Basic 1-3	\$ 1,405.67	\$ 125.00	\$ 1,125.00	\$ 135.00	\$ 1,215.00	\$ 155.00	\$ 1,395.00	\$ 185.00	\$ 1,665.00
Hockey 1-4	\$ 1,708.17	\$ 125.00	\$ 2,125.00	\$ 125.00	\$ 2,125.00	\$ 125.00	\$ 2,125.00	\$ 125.00	\$ 2,125.00
SnowPlow Sam	\$ 1,355.15	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00
<b>TOTAL</b>	<b>\$ 34,277.49</b>	<b>Gross/Expected</b>	<b>\$ 20,900.00</b>		<b>\$ 22,295.00</b>		<b>\$ 28,710.00</b>		<b>\$ 36,570.00</b>
		<b>Net Actual</b>	<b>\$ 20,377.73</b>						

**Synchro Skating**

Synchro Level	22-23 Total Program Cost	2022 Registration Fee	2022 Gross Registration Revenue	2023 (Approx 5% increase)	2023 Potential Income	2024 Proposed Fee	2024 Potential Income	2025 Proposed Fee	2025 Potential Income
Open-Juvenile	\$ 16,020.98	\$ 430.00	\$ 6,450.00	\$ 550.00	\$ 8,250.00	\$ 750.00	\$ 11,250.00	\$ 1,075.00	\$ 16,125.00
Pre-Juvenile	\$ 14,495.43	\$ 430.00	\$ 6,450.00	\$ 500.00	\$ 7,500.00	\$ 700.00	\$ 10,500.00	\$ 975.00	\$ 14,625.00
Preliminary	\$ 9,939.63	\$ 430.00	\$ 6,020.00	\$ 475.00	\$ 6,650.00	\$ 575.00	\$ 8,050.00	\$ 725.00	\$ 10,150.00
Aspire Pre-Preliminary	\$ 5,378.43	\$ 430.00	\$ 6,020.00	\$ 430.00	\$ 6,020.00	\$ 440.00	\$ 6,160.00	\$ 450.00	\$ 6,300.00
Aspire Beginner	\$ 5,569.26	\$ 430.00	\$ 5,590.00	\$ 430.00	\$ 5,590.00	\$ 440.00	\$ 5,720.00	\$ 450.00	\$ 5,850.00
Snow Plow Sam Synchro	\$ 2,032.45	\$ 55.00	\$ 440.00	\$ 75.00	\$ 600.00	\$ 165.00	\$ 1,320.00	\$ 265.00	\$ 2,120.00
<b>TOTAL</b>	<b>\$ 53,436.19</b>	<b>Gross/Expected</b>	<b>\$ 30,970.00</b>		<b>\$ 34,610.00</b>		<b>\$ 43,000.00</b>		<b>\$ 55,170.00</b>
		<b>Net Actual</b>	<b>\$ 25,232.51</b>						

**Estimate of Registration Income**

	2022	2023	2024	2025
Hockey	\$ 103,785.00	\$ 108,880.00	\$ 123,350.00	\$ 144,130.00
Basic & Individual Skating	\$ 20,900.00	\$ 22,295.00	\$ 28,710.00	\$ 36,570.00
Synchronized Skating	\$ 30,970.00	\$ 34,610.00	\$ 43,000.00	\$ 55,170.00
<b>TOTAL GROSS INCOME</b>	<b>\$ 155,655.00</b>	<b>\$ 165,785.00</b>	<b>\$ 195,060.00</b>	<b>\$ 235,870.00</b>

**Total 2022-2023 Program Expense**

Hockey	\$ 126,084.00
Basic Skating	\$ 34,277.49
Synchro Skating	\$ 53,436.19
<b>Total Program Expense</b>	<b>\$ 213,797.67</b>

# Request for Council Action

Date: July 25, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, Parks & Recreation

RE: Request to fundraise for Playground to be constructed at Griggs Park Trailhead

---

**Background:**

Becca (Aker) Walk lives nearby the Griggs Park Trailhead facility, (located at 103 Hill St, across the railroad tracks from Sacred Heart School), and operates a home daycare. She has contacted the Parks & Recreation Department about the potential of having a playground constructed in the park. Currently, there is not a public playground structure within walking distance of this neighborhood.

Becca has shared interest in supporting a fundraising effort to support the construction of the playground, in honor of her late father and former Park & Recreation Superintendent Dave Aker. No fundraising goals have been set at this point, and there are currently no funds in the Parks & Recreation budget committed to construction of a new playground.

We are seeking direction from City Council on beginning a fundraising campaign and searching for potential grants to support this effort.

**Budget Impact:**

Construction of a play set like the one shown, safe surfacing, and concretes sidewalk borders is likely in the area of \$30,000 to \$35,000.

**Recommendation:**

Seeking discussion on the proposal to add a playground structure at this park and approve Becca Aker to work with the Parks & Recreation department on fundraising for this purpose.

**Enclosure:**

Proposed Playground Site Map and a concept of a proposed play set

## Griggs Park Trailhead





350-1814 • Space Required: 31' 6" x 30' 6" • Users: 25

**RESOLUTION NO. 23 – 07 – 48**

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

WHEREAS, the City of East Grand Forks enlisted the services of DDA Human Resources, Inc. A David Drown Associates Company to find a qualified person to fill the vacant City Administrator position,

WHEREAS, DDA Human Resources, Inc. referred qualified candidates for interviews and after the interview process the City decided to make an offer to candidate Reid Huttunen,

WHEREAS, the City proposed an Employment Agreement which Mr. Huttunen has accepted on July 21, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED the East Grand Forks City Council and Mr. Huttunen both agree to and accept the terms of the agreement with Mr. Huttunen having an anticipated start date of August 1, 2023.

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed:

Passed: July 25, 2023

ATTEST:

\_\_\_\_\_  
City Clerk

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

I hereby approve the foregoing resolution this 25<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Mayor