



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, APRIL 11, 2023 AT 5:30 P.M.** IN THE BOARD ROOM OF THE PARK DISTRICT OFFICES AT 701 MAIN AVENUE, FARGO, WITH PRESIDENT DAWN MORGAN, PRESIDING. **Please note:** This is an in-person event and streamed virtual. Members of the public and media can view the live meeting at [www.fargoparks.com/news/park-board-meeting-april-agenda-2023](http://www.fargoparks.com/news/park-board-meeting-april-agenda-2023)

- A. Call to Order
- B. Approve Order of Agenda

**Consent Agenda** - approve the following:

- a. Minutes - March 14, 2023
- b. March Bills
- c. Updates to HR Policies - Personnel Manual Definitions page, Policy No. 200 - Keeping us Informed, Policy No. 410 - Hiring Policy Benefited Staff, Policy No. 460 - Technology and Policy No. 490 - Conflict of Interest.
- d. Lease Agreement with Lutheran Immigration and Refugee Services (LIRS) and Growing Together Community Gardens for community garden at Village West Park.
- e. Approve and award bid for Self-Propelled Ice Resurfacer.
- f. Approve and award bid for 2023 Tractor with Cab and Front Wheel Assist.
- g. Memorandum of Understanding with Audubon Dakota for the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project.
- h. Request to solicit for bids for the Sports Arena Reroof project.

**Regular Agenda**

- 1. Recognition of Audience/Public Comments
- 2. Executive Director's Report
- 3. Department Update - Golf
- 4. Board to discuss and consider approval of utilizing private funds raised for the pool by Fargo Park District Foundation to increase funding for Island Park Pool construction project; Dave Leker, presenter.
- 5. Board to consider approval of bids for Island Park Pool replacement project; Dave Leker, Tony Wolf with Zerr Berg Architects and Ryan Fleming with Gast Construction.
- 6. Board to consider approval of Amendment No. 3 to Development Agreement with Sanford; Dave Leker, presenter.
- 7. Board to consider approval of Nick Dawson reimbursement overage request from Fargo Park District Foundation Grant Matching Program; Craig Bjur, presenter.
- 8. Board to consider approval of resolution to declare emergency exists for 2023 flood; Dave Bietz, presenter.
- 9. Adjourn

***Individuals who wish to attend Park Board meetings but need special arrangements or would like to address the Board, please contact the Fargo Park District office at 499-6060 by noon on the Monday before the Board Meeting.***

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
OF THE FARGO PARK DISTRICT OF MARCH 14, 2023**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, March 14, 2023, at 5:30 p.m. at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Joe Duetsch, Dawn Morgan, and Aaron Hill. Commissioners Jerry Rostad and Vicki Dawson appeared via Restream. Also present were: Dave Leker, Carolyn Boutain, Dave Bietz, Susan Faus, and attorney Brayden Harwood.

**Approval of Agenda**

Commissioner Joe Deutsch moved and Commissioner Aaron Hill seconded a motion to approve the agenda. Upon call of the roll, the motion passed unanimously.

**Approval of Consent Agenda**

Commissioner Aaron Hill moved and Commissioner Joe Deutsch seconded a motion to approve the following actions on the consent agenda:

- (a) The minutes from the February 14, 2023 meeting;
- (b) The February 2023 bills;
- (c) Approval of Extension of Time for Memorandum of Understanding for Phase Two for the Garden of Healing.
- (d) Approval of Assignment of Agreement between the Park District, Fargo Youth Baseball and Fargo Metro Baseball Association regarding Starion Field;
- (e) Approval to solicit bids for the 2023 Concrete Projects;
- (f) Approval to solicit requests for proposals for the 2023 Playground Replacement Projects;
- (g) Approval to solicit requests for proposals for the Fargo Parks Sports Complex Playground Project;

Upon call of the roll, the motion passed unanimously.

**Executive Director's Report**

Dave Leker presented on this matter and provided an informational update to the Board on the respective departments. No action was taken on this matter.

**Fargo-Moorhead Convention and Visitors Bureau Presentation**

Charley Johnson presented to the board on this matter about the Fargo-Moorhead Convention and Visitors Bureau, its purpose and its connection to the Park District.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:30 p.m.

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Dave Leker, Clerk



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item No. (c) – Updates to HR Policies

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There were no significant changes made in content to the Personnel Manual Definitions page and any of the policies. The changes made were in updating and adding new titles, etc.

### Personnel Manual Definitions

Policy No. 200 – Keeping Us Informed

Policy No. 410 – Hiring Policy Benefited Staff

Policy No. 460 - Technology

Policy No. 490 – Conflict of Interest

It was recommended at the March 15, 2023, Administration Committee Meeting to bring this to the full board on the Consent Agenda for approval at the April Park Board Meeting.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve the updates to the Personnel Manual Definitions page and HR Policies.

## PERSONNEL MANUAL OF THE PARK DISTRICT OF THE CITY OF FARGO

### DEFINITIONS.

COBRA: Consolidated Omnibus Budget Reconciliation Act

FLSA: Fair Labor Standards Act.

FMLA: Family Medical Leave Act

HIPAA: Health Insurance Portability and Accountability Act of 1996

EAP Provider: Village Business Institute

Regular Full-time: Continuous employment in a 12 month budgeted single position and work 30 or more hours per week; eligible for benefits; one day = 8 hours. Full Time employee for ACA.

Regular Part-time: Continuous employment in a 12 month budgeted single position and work less than 30 hours per week; not eligible for benefits. Part time variable hour employees for ACA.

Seasonal Position: Position has a definite start and end date occurs during the same season each year and is 6 months or less in duration; not eligible for benefits. Seasonal Employee for ACA.

Temporary Full Time: Position has a definite start and end date occurs during the same season each year and is 7 to 12 months in duration; works 30 or more hours per week; eligible for healthcare only. Short Term employee for ACA.

### Park District:

Park District of the City of Fargo.

### Executive Director:

The Executive Director of Fargo Park District

### Deputy Directors:

Deputy Director of Administration

Deputy Director of Operations

### Directors:

Parks Operations Director

Finance Director

HR Director

IT Director

Recreation Programming & Facilities Director

Community Relations Enterprise Director

Courts Plus Events Director

VSS Director

Sports Complex Director

Human Resources Office  
Fargo Park District  
701 Main Avenue, Fargo, ND 58103

PARK DISTRICT OF THE CITY OF FARGO  
**KEEPING US INFORMED**  
POLICY NO. 200

Date Approved by Park Board 03/17/09

Date Reviewed by Staff 07/01/16, 02/02/23

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Please notify human resources, or use our Employee Self Service Program (Paylocity), whenever changes occur in the following:

1. Your home (or mailing) address or telephone number.
2. Your marital status.
3. A birth or death in your immediate family.
4. Beneficiary change desired.
5. A child of yours or other dependent person is no longer a dependent.
6. You or your spouse becomes entitled to Medicare coverage.
7. Emergency contact(s).
8. Name change.

FARGO PARK DISTRICT  
**HIRING POLICY – BENEFITTED STAFF**  
POLICY NO. 410

Date Approved by Park Board 09/10/19, 6/14/2022    Date Reviewed by HR  
02/02/2023~~6/14/2022~~

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## **Objective**

Staffing management involves finding qualified employees, attracting them, employing them strategically in the organization and retaining them long term. The Fargo Park District believes that hiring qualified individuals to fill positions contributes to the overall strategic success of the park district. Each employee, while employed, is hired to make significant contributions to the park district. In hiring the most qualified candidates for positions, the following hiring process should be followed.

## **Hiring Process and Procedures**

The hiring process for Regular Full Time Benefitted positions encompasses multiple steps including the use of application forms, resume screening, interviews, reference and background checks, employment offers, and, in some cases, employment contracts. Once hired we provide the employee with new hire orientation and departmental training.

### ***Personnel requisitions***

Personnel requisitions must be completed to fill open positions. Requisitions must be initiated by the department supervisor/manager, approved by the department director and then forwarded to the human resource (HR) department.

Personnel requisitions should include the following:

- Position title.
- Position's hours/shifts.
- Exempt or nonexempt status of the position.
- Reason for the position being opened.
- Essential job functions and qualifications (or a current job description may be attached).
- Any special recruitment advertising requests

### ***Job Analysis***

HR will conduct a comprehensive review of the personnel requisition. HR will arrange a meeting with the hiring manager to conduct an intake meeting prior to the job opening to learn more about the position, the requirements, and the profile of the ideal candidate. The recruiting strategy will be set during this meeting and expectations established with all the key stakeholders. Must receive approval from the Department Director, Human Resources **Director Manager**, and the Executive Director regarding the recruiting strategy.

### ***Job postings***

All regular exempt and nonexempt job openings are posted on the Fargo Park District website and a Park Bench article to notify staff of the posting. Jobs will remain posted a minimum of 5 working days or until the closing date on the posting, whichever is longer.

Our first option in an effort to promote growth and development opportunities for our current employees, the Fargo Park District provides an internal recruitment process, in which only current, non-probationary, staff that have gone thru a search previously are considered for staff vacancies. Internal employees are screened and qualified employees are sent to the employing department for an interview and additional consideration, prior to the consideration of any external applicants. If after posting the position internally there are no viable candidates with the necessary skills, education, certification and/or experience, the position will be posted externally. Before an offer is made to an internal candidate, we will need approval by their Director, Human Resources Director Manager, and the Executive Director.

An exception to this process is if the department or company is going through a Board approved reorganization, then the department manager has the option to promote one of their employees into the vacancy if received approval by their Director, Human Resources Director Manager, and the Executive Director before initiating such action.

External applicants are eligible for Veterans Preference. The applicant must provide proof of their veteran status according to ND Century Code 37-19-1 to receive this preference. Required qualifications for the job must be met in order to receive such preference.

Open positions that have been posted in the last 6 months and need to be backfilled due to the position coming open again may go back to the original job file and consider top applicants from the original posting. If no qualified applicants remain, the position should be reposted and follow the normal job posting guidelines above.

### ***Internal transfers***

Employees interested in another position within the Fargo Park District must complete an online application on the Fargo Parks website. The application must be completed and submitted to HR by the job posting close date.

All applicants for a posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by HR or the hiring supervisor/manager.

### ***Recruitment advertising***

Positions are advertised externally based on need and budget requirements. HR is responsible for coordinating the placement of all recruitment advertising.

### ***Interview process***

The HR department and the hiring supervisor/manager will screen applications and resumes prior to scheduling interviews. Initial interviews, if needed, are generally conducted by the hiring supervisor/manager with HR present as requested/required. Should a second interview be needed, the HR Department and department Manager or Director would be in the interview.

Team interviews may be conducted as needed for some positions. If a team interview is conducted, a structured interview process is recommended. Interview questions are to be compiled by the interviewing team and reviewed by HR prior to the interview. After the team completes the interview process, the results of the interview should be forwarded to HR who will meet with the hiring manager/supervisor to review. The hiring manager/supervisor has the authority to make the hiring decision upon review with the department director and Executive Director as needed.



All interview notes, questions, and rating sheets must be forwarded to HR for retention.

HR will notify applicants who are not selected for positions at the Fargo Park District via letter or email. External candidates will receive notification within a week of the position being filled by another candidate.

***Reference checks, criminal background checks, and drug and alcohol testing***

After a decision has been made to hire a particular candidate, an offer will be made to that individual contingent on satisfactory completion of reference checks and criminal background checks.

The HR department will check references of the candidates and contact final candidates to complete a background check through our third party vendor and complete pre-employment drug and alcohol screening (if required for the position).

***Job offers***

If HR receives satisfactory results from the reference checks, criminal background check, job functionality assessment, and the drug and alcohol screen (as required by position), it will notify the candidate to confirm the job offer.

***Initial start date and orientation***

On or before an employee's start date, the employee will complete required paperwork and a benefits orientation with HR. The employee's manager or supervisor is responsible for providing a department orientation for the new employee. The employee's supervisor will complete the New-Hire Checklist with new employees and review department policies and procedures.

The preferred start date(s) of a new benefited employee is the Monday of a new payroll. The supervisor should contact HR if they need to start a benefited employee on a day other than the Monday of a new payroll, prior to confirming the start date with the new employee. Benefits start the first of the month following hire date.

PARK DISTRICT OF THE CITY OF FARGO  
**TECHNOLOGY POLICY**  
POLICY NO. 460

Date Approved by Park Board 03/14/17

Date Reviewed by Staff 03/14/17, 2/2/2023

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**Definitions**

**IT Director ~~Coordinator~~** - The person designated by the Fargo Park District who has the responsibility of coordinating with staff and contractors to make sure information technology needs are being met and security protocols are followed.

**IT Resources** - Resources that transmit, store, view, or edit data as well as the data included. This includes but is not limited to: mobile devices, desktop computers, laptops, networks, computer peripherals, televisions, screens, telephones

**Copyright/Intellectual Property** - This includes any material that is owned by an outside person or entity such as photos, text, or software that is not considered public domain.

**Fargo Park District (FPD)** - The Fargo Park District refers to all the group that includes Fargo Park District, Valley Senior Services, and Courts Plus Fitness.

**Purpose of Policy**

The Fargo Park District e-mail, computer system and internet services are provided to support the recreational, enterprise, facilities, parks and other related services, outreach, and administrative objectives. These resources are provided to accomplish tasks related to the park district or its affiliates. The technology resources provided to FPD employees are tools to be used to support the activities of an individual's position.

**IT Resources**

IT Resources belong to the Park District. As a general rule, employees should use them for business purposes only. May use internet on phones or iPads provided by FPD for personal reasons. Encouraged to utilize social media to engage friends about FPD activities and job opportunities.

In the event that employees use any IT resources in a personal nature on the Park District's system, employees are on notice that, for any legitimate business purpose, the Park District's management reserves the right to access and disclose this information.

The display or transmission of sexually explicit or pornographic images, messages, or cartoons, or any transmission or use of electronic communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassing, threatening, or disparaging of others based on their race, national origin, sex, sexual orientation, age, disability, religion, political beliefs, or any other protected class status, is strictly prohibited. Employees also are prohibited from using the Park District's IT Resources for other unlawful, unethical, defamatory, or tortious activities.

Use of IT resources and devices shall not violate Harassment Policy 110.

Without the express direction of the Park District's Executive Director to do so, an employee should not attempt to gain access to another employee's information and devices or to send messages from another employee's terminal or account without the latter's permission.

IT Resource usage must not violate other Park District policies or Federal, state, or local laws. Employees must abide by copyright laws and not violate others' intellectual property rights.

The deliberate interference with the operation of Park District IT resources is prohibited.

Employees have a responsibility to use their IT resources in an informed and responsible way, conforming to network etiquette, customs, common sense, and courtesies.

### **Privacy**

IT resources may be monitored to the extent necessary to ensure compliance with Park District policies. Employees of the Park District have no legitimate expectation of privacy. The use of personal identification numbers (PIN numbers) or passwords by an employee to access IT resources do not preclude the Park District from accessing messages contained on and saved in the Park District's network. Such access will be done through the approval of the Executive Director or Deputy Directors once justification to do so is confirmed.

Unauthorized use of encryption technology to block access to any message is strictly prohibited and is grounds for immediate termination.

### **Computer and Networking Access**

The FPD strives to provide secure IT resources. A user's electronic security is the user's responsibility to maintain. Computers and tablets must be password protected and locked behind doors if not in use.

### **Control of Access to Information**

The FPD and system administrators or authorized FPD employees have the ability and responsibility to control access to information and devices on which it is stored and to access that information as deemed necessary for the normal course of employment, to protect the network, and property of the FPD, and to conform to any applicable laws or court orders. Any monitoring will be done with approval of Executive Director or Deputy Directors and with the notification of the IT ~~Director~~ Coordinator and with the privacy of parties involved protected as much as possible.

### **Retention of Access**

User accounts are assigned to a specific individual at a specific institution within the FPD. When a specific affiliation is terminated, the FPD may elect to terminate the user's account, transfer the account, continue the account for a limited period of time, or temporarily redirect incoming communications.

### **Network Maintenance**

The FPD is authorized to make decisions about devices connected to the network in order to perform maintenance.

## **FPD RESPONSIBILITIES**

The FPD shall ensure that physical or network access to all critical infrastructures shall be monitored; and such access granted and maintained based solely on business need.

## **Risk Management**

Periodic risk assessment of information systems infrastructure and data shall be completed by the FPD. Any discovered vulnerabilities should be presented to the IT ~~Director~~ Coordinator.

## **Physical Concerns**

IT resources should be protected from theft and vandalism and any institutionally owned devices should be readily identifiable as institutionally owned. Public access computers should be in a monitored area.

Installations with IT resources will implement reasonable security measures to protect the resources against physical damage.

## **Configuration Concerns**

The FPD shall, for those desktops they manage, change the Administrative login and password, make inaccessible any system defined accounts and turn off any unnecessary software or services. Any access to a server, other than a public server, should be authenticated and logged. Access to all servers should be based on minimal need.

Software with security vulnerabilities will be patched in a timely manner.

## **Security Procedures**

The FPD has the responsibility to develop, implement, maintain, and enforce appropriate security procedures to ensure the integrity of individual and institutional IT resources, and to impose appropriate sanctions when security or privacy is abridged.

The FPD ~~shall~~ designates ~~the~~ an IT ~~Director~~ Coordinator to manage IT security.

## **Backup and Retention of Data**

Normal backup procedures are employed for disaster recovery on FPD and institution systems. Therefore, if a user removes electronic information, it may still be retrievable by the system administrators. These backups may or may not be retained for an extended period of time. Backed-up electronic information may be available for the investigation of an incident by system administrators or law enforcement personnel. Administrators of the systems may be required to attempt to recover files in legal proceedings.

For data critical to the function of the FPD, there is a backup up in the Datto cloud. ~~a second set of backups should be maintained off site in a secured protected area.~~

## **Virus Protection Software**

The FPD shall make available virus-protection software for FPD users and keep available the most current updates.

## **Legal Software**

The FPD shall periodically audit FPD owned devices for proper software licenses.

## **Data Privacy**

Refer to Privacy Standard Policy No. 465 in Employee Personnel Manual.

## **PROCEDURES AND SANCTIONS**

The FPD makes every reasonable effort to protect the rights of the individual users of its computing and networking resources while balancing those rights against the needs of the entire user community. The FPD will make every effort to resolve any system or network problems in the least intrusive manner possible.

### **Investigative Contact**

If anyone is contacted by a representative from an external law enforcement organization (District Attorney's Office, FBI, ISP security officials, etc.) that is conducting an investigation of an alleged violation involving FPD computing and networking resources, they must inform the Executive Director, Deputy Directors and IT ~~Director~~ ~~Coordinator~~.

### **Responding to Security and Abuse Incidents**

All authorized users are stakeholders and share a measure of responsibility in security, intrusion detection, prevention, and response. The FPD has the authority to enforce information security policies and is charged with:

Implementing system architecture mandates, system protection features, and procedural information security measures to minimize the potential for fraud, misappropriation, unauthorized disclosure, loss of data, or misuse.

Initiating appropriate and swift action, using any reasonable means, in cases of suspected or alleged information security incidents to ensure necessary protection of FPD resources, which may include disconnection of resources, appropriate measures to secure evidence to support the investigation of incidents, or any reasonable action deemed appropriate to the situation.

All users have the responsibility to report any discovered unauthorized access attempts or other improper usage of FPD IT resources. All users that have reported to them a security or abuse problem with any FPD IT resources, including violations of this policy are to:

Take immediate steps as necessary to ensure the safety and ~~well-being~~wellbeing of IT resources and report to IT ~~Director~~ ~~Coordinator~~ who in turn will notify the Executive Director and Deputy Directors.

### **Range of Disciplinary Sanctions**

Users who violate this policy are subject to the full range of sanctions, including the loss of IT resources privileges, disciplinary action up to and including termination, dismissal from the institution, and legal action. Determination of severity of discipline will be reviewed by HR and as needed a final review/recommendation by legal counsel.

PARK DISTRICT OF THE CITY OF FARGO  
**CONFLICT OF INTEREST**  
Policy No. 490

Date Approved by Park Board 07/09/13

Date Reviewed by Staff 07/09/13, 2/3/23

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**PURPOSE**

The purpose of this policy is to explain actual or potential conflicts of interest pertaining to employment at Fargo Park District/~~Valley Senior Services~~. An actual or potential conflict of interest occurs when an employee is in a position able to influence a decision that may result in a personal gain for that employee or for a relative as a result of Fargo Park District/~~Valley Senior Services~~-business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is characterized as that of a “significant other”.

**POLICY**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Fargo Park District/~~Valley Senior Services~~ wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Fargo Park District/~~Valley Senior Services~~. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

Employees are prohibited from soliciting gifts or gratuities from clients, their ~~families~~families, or agents. Employees must disclose and may be required to surrender to Fargo Park District/~~Valley Senior Services~~ any gifts or gratuities given to them by or on behalf of a client.

Employees are also prohibited from engaging in any business dealings with clients of the Fargo Park District/~~Valley Senior Services~~. This includes buying, selling, or trading items or services by the employee with any person the employee has become acquainted with because that person is a client of Fargo Park District/~~Valley Senior Services~~.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to an officer of Fargo Park District/~~Valley Senior Services~~ as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Fargo Park District/~~Valley Senior Services~~ does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Fargo Park District/~~Valley Senior Services~~.

The materials, products, designs, plans, ideas, and data of this organization are the property of Fargo Park District/~~Valley Senior Services~~ and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is apparent that an employee has not personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible discharge and legal action.



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (d) – Lease Agreement with Lutheran Immigration and Refugee Services (LIRS) and Growing Together Community Gardens for community garden at Village West Park

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Eric Hegg with Lutheran Immigration and Refugee Services (LIRS) is heading up a program working with settled new Americans on farmers training. Jack Wood with Growing Together Community Gardens is partnering with LIRS, and they are requesting to develop a community garden at Village West Park. LIRS has been awarded a USDA three (3) year grant that would ensure the success of the startup of this garden.

Attached is the Lease with LIRS and Growing Together Community Gardens outlining in detail the terms, a site plan, and a summary of the project-Refugee Agricultural Partnership Program.

It was recommended at the March 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve the Lease Agreement with Lutheran Immigration and Refugee Services (LIRS) and Growing Together Community Gardens for community garden at Village West Park.



## LEASE

THIS LEASE ('Lease') is made effective as of the \_\_\_\_\_ day of April, 2023 (the "Effective Date"), between **The Park District of the City of Fargo**, a park district organized under the laws of the State of North Dakota ("Landlord"), and **Lutheran Immigration and Refugee Services** a North Dakota non-profit organization whose post office address is 3310 Fiechtner Drive, Suite 100, Fargo, North Dakota 58103 ("LIRS"), and **Growing Together Community Gardens, LLC** ("Growing Together"), a North Dakota non-profit limited liability company whose post office address is 42 Meadowlark Lane, Fargo, North Dakota 58102("Growing Together") (collectively LIRS and Growing Together shall be referred to as "Tenant").

**Whereas**, Landlord is the owner of a certain parcel of real estate at Village West Park.

**Whereas**, Tenant is organized as a non-profit whose purpose is to create sustainable gardens in the community to address food insecurity.

**Whereas**, Tenant desires to create an approximate 150' x 220' (.75 acre) community garden at Village West Park on the premises identified on the Exhibit A (the "Garden Parcel") and Landlord desires to lease the premises identified to Tenant for the purposes of creating a community garden.

**Whereas**, Landlord and Tenant believe that the operation of the a community garden at Village West Park provides an important service to the residents of the City of Fargo and is consistent with the mission and purpose of a park district, and based upon that belief, desire to enter into this Lease.

**Now, therefore**, in consideration of the foregoing Recitals and the following mutual covenants and agreements, the parties agree as follows:

1. **LEASE OF THE GARDEN PARCEL.** Attached hereto and incorporated by reference herein as Exhibit A is a site plan identifying the Garden Parcel which Landlord agrees to lease to Tenant for the purposes of Tenant operating a community garden. The Garden Parcel shall be used as a community garden under the direct management and supervision of Tenant and its staff under terms and conditions reasonably acceptable to Landlord. Exhibit B outlines the purpose and mission of the community garden.
2. **TERM.** The Term of this Lease shall commence on the Effective Date and terminate on December 31, 2023. This Lease shall automatically renew on January 1 of each year on the same terms unless earlier terminated by the parties. Notwithstanding the term herein described, Tenant may, on not less than three (3) months' written notice to the Landlord, terminate this Lease. Landlord and Tenant shall have the option to mutually agree to terminate this Lease upon less than three (3) months' written notice. Such agreement shall be in writing and signed by both Landlord and Tenant.
3. **RENT.** Tenant shall not be required to pay rent for the use of the Garden Parcel provided that any programs operated by Tenant thereon are open to the community.
4. **USE.** The Landlord is a municipal subdivision organized under N.D.C.C. Chapter 40-49. As a public entity, it is concerned that its properties be used in such a way as to benefit the citizens of Fargo and the surrounding area and that such facilities not be used in such a way that would be inconsistent with the mission of a park district.

- (a) The Garden Parcel shall not be used for any unlawful purpose. Its use shall at all times comply with the applicable rules and regulations, the ordinances of the City of Fargo and North Dakota state law. The Garden Parcel shall be used as a community garden and shall be used for no other purpose and by no other persons besides Tenant without written consent of Landlord.
- (b) To the extent Tenant intends to use the Garden Parcel for events or purposes that do not conform to the uses specified herein, Tenant shall notify the Landlord of the intended use. The Landlord retains the right to inquire as to the intended use and deny or prohibit a use that, in the opinion of the Board of Park District Commissioners or its designated committee, would be inconsistent with the mission of the Park District.
- (c) It is the intention of the parties that Tenant will divide the Garden Parcel into separate garden plots and Tenant will then establish any rules and regulations applicable to the Garden Parcel and the separate garden plots. Such rules and regulations will be provided to Landlord for its review and approval, which approval shall not be unreasonably withheld.
- (d) Tenant shall be solely responsible for enforcing any rules and regulations pertaining to the Garden Parcel. Landlord shall have no obligation to secure or otherwise monitor the use of or activities in and around the Garden Parcel.
- (e) Tenant shall indemnify and hold Landlord, its commissioners, officers, directors, employees, and agents ("Landlord Parties") harmless and free from all liabilities and claims for damages by any reason of any injury to any persons or property located on or in the Garden Parcel. Tenant shall further indemnify and save Landlord Parties harmless from all liability, loss, cost, attorneys fees and obligations arising out of such injuries or losses.
- (f) Upon the expiration of each growing season, Tenant shall take reasonable steps to clear the Garden Parcel of excess debris and vegetation.
- (g) Tenant may, at its option and subject to the approval of the Landlord, construct a greenhouse or other structures Tenant believes will be beneficial to its use of the Lease Premises. Tenant shall be solely responsible for all associated costs, fees, and expenses. Landlord reserves the right to require Tenant to provide Landlord with plans, specifications, and copies of all licenses and permits required for such construction.

5. REAL ESTATE TAXES. The Garden Parcel sits upon real estate that currently tax-exempt. Special assessments levied and assessed against the Garden Parcel, if any, shall be the sole responsibility of Tenant. If real estate taxes are later assessed against the Garden Parcel because of Tenant's use (and this Lease), Tenant shall be responsible to pay such taxes.

6. WATER. Tenant shall be solely responsible for the cost of water used to water the Garden Parcel and any additional structures Tenant may construct thereon. The rate for water will be the then-current City of Fargo rate. If Tenant's water usage is separately metered, Tenant shall pay for

its water usage prior to delinquency. If Tenant's water usage is not separately metered, Tenant shall pay for the growing season's water usage within twenty (20) days following receipt of an invoice from Landlord.

7. REPAIRS AND MAINTENANCE. Tenant shall establish policies designed to keep the Garden Parcel well-manicured and in good repair. Tenant shall not allow garbage, debris, refuse, or weeds and/or clippings from plants ("Waste") to accumulate on or near the Garden Parcel. Tenant shall ensure that all Waste is lawfully and properly disposed in trash receptacles which will be provided by Landlord. Landlord shall be responsible for lawn care, landscaping, and sidewalk maintenance for the area surrounding the Garden Parcel.

8. SIGNAGE. Tenant, at its sole expense, shall have the right to install signage on the Garden Parcel, provided such signs are properly and adequately secured. Tenant shall ensure such signage conforms to applicable laws and ordinances. In the event Tenant chooses to remove its signage, Tenant shall repair any damage caused by such removal. Tenant shall remove all of its signs upon the expiration or termination of this Lease; provided, however, that Tenant shall repair and restore or cause to be repaired and restored any damage or injury to the Garden Parcel and Improvements now or hereafter erected caused by the installation and/or removal of any such signs.

9. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Tenant may make alterations and improvements to the Garden Parcel only with Landlord's written consent, which consent shall not be unreasonably withheld. Such alterations and improvements shall be made in a good and workmanlike manner and in compliance with all laws and regulations of any governmental agency having jurisdiction over the Garden Parcel. Tenant shall defend and hold Landlord harmless in all claims and demands of every kind and character which result from or arise out of the making of such alterations and improvements. The Landlord may enter the Garden Parcel at any reasonable hour to inspect and verify that the same is in compliance with the terms and conditions of its written consent.

In addition, Landlord may, at its option, in any case in which its approval is required as provided above, require Tenant to furnish it with copies of the applicable plans and specifications and any relevant contract between Tenant and any contractor or supplier, require Tenant to reimburse Landlord for any out-of-pocket costs reasonably incurred by Landlord in evaluating the proposed alterations and require Tenant to obtain reasonable construction insurance coverages and establish a contractor payment protocol that protects against construction and/or mechanic's liens.

10. LIENS. Tenant shall not permit any construction or other lien to stand against the Garden Parcel arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant gives Landlord reasonable security required by Landlord to ensure payment or prevent any forfeiture of the property. Tenant shall have all liens released or judgments satisfied at Tenant's expense.

11. ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS. Tenant will comply with, conform to, and obey, in all material respects, all Environmental, Health, and Safety Requirements which may be applicable to Tenant or to the Garden Parcel, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, or any part thereof during the Term. The parties shall promptly

deliver to each other copies of all notices made by a party to, or received by a party from, any governmental agency relating to an Environmental, Health and Safety Requirement.

12. LANDLORD'S ACCESS. Landlord and its authorized agents shall have the right to enter the Garden Parcel during normal working hours with a twenty-four (24) hour communicated notice which will allow access for the following purposes:

- (a) Inspecting the general condition and state of repair of the Garden Parcel,
- (b) The making of repairs required of Landlord, if any;
- (c) For any other reasonable purpose; provided, however, that such entry shall not unreasonably interfere with the conduct of Tenant's operations.

In the event of an emergency, the 24-hour notice provision of this Section 12 shall not apply and Landlord shall be allowed immediate access to the Premises until such time as such emergency has abated.

13. INSURANCE. Tenant, at its expense, shall provide insurance coverage for liability insurance related to claims arising in and on any sidewalks, parking area, or other area directly adjacent to the Garden Parcel. Tenant shall indemnify and hold Landlord harmless from such claims in a similar manner as described in Section 15 below. Tenant's insurance shall be placed with financially responsible insurance companies duly authorized to do business in the State of North Dakota. Upon request by Landlord, Tenant shall provide a copy of the declaration page to such policy/or any renewals to Tenant.

- (a) During the entire term of this Lease and any extension thereof, Tenant shall, at Tenant's sole cost and expense, maintain general public liability insurance against claims from personal injury, death, or property damage occurring in, upon, or about the Garden Parcel arising out of any act or occurrence related to the Tenant's occupancy, its employees, agents, invitees or guests. The limitation of liability of such insurance shall not be less than one million dollars (\$1,000,000) in respect to injuries or death of one person and in the limit of not less than two million dollars (\$2,000,000) in respect to any one accident.
- (b) Any insurance secured by Landlord for its own account insuring against loss or damage or other improvements situated on or near the Garden Parcel, shall be for the sole benefit of Landlord. The policy shall be under Landlord's sole control unless Tenant shall have an interest under said coverage as to said property and can demonstrate its interest by its own books and records to the satisfaction of Landlord.
- (c) All insurance purchased under this paragraph of the Lease or purchased by Tenant for its own account on property owned or installed by Tenant on the Garden Parcel, shall be maintained to the extent of eighty percent (80%) of the insurable value of the premises or property insured, or the amount set out in the co-insurance clause of the policy, whichever is greater.

- (d) Tenant shall be solely responsible for insuring against loss to all of its personal property, contents, and Tenant-installed improvements or fixtures on the Garden Parcel.

14. FIRE AND CASUALTY DAMAGE.

- (a) Notice of Destruction. If the Garden Parcel should be damaged by fire, the elements, unavoidable accident, or other casualty to the extent that the Garden Parcel is rendered totally or partially unusable by Tenant in the ordinary course of Tenant's operations, Tenant shall give immediate written notice thereof to Landlord.
- (b) Total Destruction: If the Garden Parcel shall be so damaged that the same cannot reasonably be restored by the end of the growing season, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification.
- (c) Partial Damage: If the Garden Parcel should be damaged by fire, tornado, or other casualty, but to the extent that the same can be reasonably completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the occurrence of the damage, this Lease shall not be terminated. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be pro-rated accordingly. In the event that Landlord shall fail to complete such rebuilding or repairs within ninety (90) working days from the date of written notification by Tenant to Landlord of the happening of the damage, Tenant may, at its option, terminate the lease by written notification at such time to Landlord, whereupon all rights and obligations hereunder shall cease.

15. INDEMNITY. Tenant shall defend, indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons for personal injuries, wrongful death, or property damage committed or happening on the Garden Parcel, except when such claims are based on the negligence or willful misconduct of landlord or its agents or employees, or such claims as are based on Landlord's breach of the covenants or obligations contained in the Lease.

- (a) Tenant's agreement herein set forth, to indemnify and save Landlord harmless, shall include any and all claims by Tenant for damage to any of Tenant's improvements and betterments arising out of any act or occurrence committed or happening on and about the Garden Parcel.
- (b) The indemnification agreement set forth above shall include, but not be limited to, all costs, counsel fees, expenses, and liabilities incurred in connection with the defense of such claim or claims.

16. WAIVER OF SUBROGATION. Each party hereto waives any and every claim which arises or may arise in its or their favor and against the other party or parties hereto during the term of this Lease or any renewal or extension thereof for any and all loss of, or damage to, any of its or their property located within or upon, or constituting a part of, the Garden Parcel, which loss or

damage is covered by valid and collectable fire, windstorm, tornado, or extended coverage insurance policies, to and only to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or releases contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give to each insurance company, which has issued its policies of fire, tornado, windstorm, or extended coverage insurance, written notice of terms of said mutual waivers, and to have said insurance policies properly endorsed, If necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

17. CONDEMNATION.

- (a) If, during the term of the Lease or any extension or renewal thereof, all or substantially all of the Garden Parcel shall be taken for any public or quasipublic use under any governmental law, ordinance, or regulation, or by right to eminent domain, or shall be sold to the condemning authority under threat of condemnation, this Lease shall terminate.
- (b) Any and all awards for the taking of any part or portion of the Garden Parcel under any governmental law, ordinance, or regulation by right of eminent domain, or the proceeds of sale of any part or portion of the premises to the condemning authority under threat of condemnation, shall be the sole property of Landlord. Tenant shall have no interest therein, and Tenant's sole compensation shall be derived from the abatement of the rentals and the termination of the Lease (if applicable) or an adjustment of the rent in an equitable fashion as hereinbefore set forth.

18. ASSIGNMENT AND SUBLETTING. Tenant may not, without the prior written consent of Landlord, assign this Lease or sublet the Garden Parcel or any portion thereof, to any other person, firm, or corporation. In the event that assignment or subleasing is permitted, Tenant shall remain the principal obligor to Landlord for the full performance of all of the terms, conditions, and covenants of the Lease by which Tenant herein is bound, and the acceptance of an assignment or subletting of the Garden Parcel by any firm, person, or corporation shall be construed as a promise on the part of such assignee or subtenant to be bound by and perform all of the terms, conditions, and covenants by which Tenant herein is bound. No such assignment or subletting shall be construed to constitute a novation.

19. SURRENDER. At the termination of this Lease for any reason, Tenant shall quit and surrender the Garden Parcel in as good condition as when received, reasonable wear and tear and damages by the elements, or causes beyond Tenant's control excepted. Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.

20. HOLDING OVER. Should Tenant or any of its successors in interest hold over the Garden Parcel or any part thereof after the expiration of the term of this Lease, unless otherwise agreed to in writing, such holding over shall constitute and be construed as a tenancy from month to month.

21. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) If Tenant shall fail to comply with any term, condition, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or if such failure cannot reasonably be cured within said thirty (30) days, and Tenant shall not have commenced to cure such failure within thirty (30) days after written notice thereof to Tenant, or if such failure cannot reasonably be cured within said thirty (30) days and shall not thereafter with reasonable diligence in good faith proceed to cure such failure.
- (b) If Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make assignment for the benefit of creditors.
- (c) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- (d) A fraud practiced upon one party hereto by the other party, in which case the aggrieved party may, at its option, terminate the Lease.

22. REMEDIES. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Garden Parcel to Landlord, and if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Garden Parcel and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, and Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Garden Parcel and expel or remove Tenant or any other person who may be occupying said premises or any part thereof, and relet the Garden Parcel and receive the rent therefore, and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting.
- (c) Enter upon the Garden Parcel and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenant's obligation under this Lease, and Tenant further agrees that Landlord shall not be liable for any damage resulting to Tenant from such action, unless caused by Landlord, by the negligence of Landlord.
- (d) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent

due to Landlord hereunder or any damages accruing to Landlord by reason of the violation of any of the terms, conditions, or covenants herein contained.

23. QUIET ENJOYMENT. Landlord warrants that it has full right and power to execute and perform this Lease and to grant the Garden Parcel and that Tenant, upon payment of the rent and performing the covenants herein contained, shall peacefully and quietly have, hold, and enjoy the same during the full term of this Lease and any extension or renewal hereof; provided however, that Tenant, after having a reasonable opportunity to perform its due diligence, accepts this Lease subject and subordinate to any recorded mortgage, deed of trust, or other lien presently existing upon the Garden Parcel. The Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest hereunder to any mortgage, deed of trust, or other lien hereafter placed on the Garden Parcel, and Tenant agrees upon demand to execute such further instruments, subordinating this Lease as Landlord may request, provided that such further subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants of this Lease.

24. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition, or covenant contained herein.

25. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing. Notice may be given by United States mail, delivery by a nationally recognized overnight commercial courier service or by personal delivery. Mailed notices shall be sent by United States certified or registered mail, postage prepaid and return receipt requested and shall be deemed to have been given upon receipt by the addressee or upon refusal by the addressee to accept delivery. Notice by nationally recognized overnight commercial courier service shall be deemed given upon receipt by the addressee or upon refusal by the addressee to accept delivery thereof. Notice by personal delivery shall be deemed given upon personal delivery. In each case notice shall be sent/delivered as follows:

<p>If to Landlord:</p> <p>Fargo Park District Attn: Executive Director 701 Main Avenue Fargo, ND 58103</p>	<p>If to Tenant:</p> <p>Lutheran Immigration and Refugee Services (LIRS) Attn: Eric Hegg 3310 Fiechtner Drive, Suite 100 Fargo, ND 58103</p> <p>Growing Together Community Gardens, LLC Attn: Jack Woods 42 Meadowlark Lane Fargo, ND 58102</p>
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26. RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be that of Landlord and Tenant and nothing contained herein shall be construed to change or modify that relationship so as to make Landlord and Tenant partners, joint venturers, or debtor and creditor.

27. PARTIES BOUND. This Lease shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of and be enforceable by their respective successors and assigns.



28. AMENDMENTS. This Lease may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

29. SEVERABILITY. If any clause or provision of this Lease, or the application thereof to any person or in any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such clause or provision to persons or in circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each clause and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto. Except as set forth herein, there are no promises, representations, or understandings between the parties of any kind or nature whatsoever.

31. CAPTIONS. Captions or headings of paragraphs in this Lease are inserted for convenience only and shall not be considered in construing the provisions hereof if any questions of intent should arise.

32. BINDING EFFECT. The terms, conditions, and covenants contained in this Lease shall apply to and inure to the benefit of, and be binding upon the parties hereto, their respective successors in interest or legal representatives except as otherwise expressly provided herein. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required or permitted to be delivered by Landlord or Tenant hereunder may, at Landlord's option, be performed by Landlord's agent or attorney.

33. COUNTERPARTS. This Lease may be executed in any one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement.

34. GOVERNING LAW, JURISDICTION AND VENUE. This lease shall be governed and construed in accordance with the laws of the State of North Dakota. Any action arising under or related to this Lease shall be venued in the District Court of Cass County, North Dakota and the parties hereby consent to the jurisdiction of said court.

**[SIGNATURES FOLLOW]**

**[Signature page to Lease Agreement between Fargo Park District and Lutheran  
Immigration and Refugee Service (LIRS)]**

IN WITNESS WHEREOF, the parties hereto have executed this lease for and as of its Effective Date.

**LANDLORD:**

**FARGO PARK DISTRICT**

By: \_\_\_\_\_  
Dawn Morgan  
Its: President

By: \_\_\_\_\_  
Dave Leker  
Its: Clerk

**[Signature page to Lease Agreement between Fargo Park District and Lutheran  
Immigration and Refugee Service (LIRS)]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease for and as of its Effective Date.

TENANT:

**LUTHERAN IMMIGRATON AND REFUGEE SERVICE (LIRS)**

By: \_\_\_\_\_  
Eric Hegg  
Its: Program Coordinator

**GROWING TOGETHER COMMUNITY GARDENS, LLC**

By: \_\_\_\_\_  
Jack Woods  
Its: President

EXHIBIT A

The proposed garden is .9 acres located in the northeast corner of Village West Park.



## EXHIBIT B

### INTRODUCTION

**Project Title:** Refugee Agricultural Partnership Program (RAPP)- Fargo ND  
**Agency:** Lutheran Immigration and Refugee Service (LIRS)  
**Supporting Agencies:** Growing Together Community Gardens, NDSU Extension  
**Address:** 3310 Fiechtner Drive, Suite 100, Fargo ND 58103  
**Program Coordinator:** Eric Hegg  
**Phone:** 701-671-9894  
**Email:** [ehegg@lirs.org](mailto:ehegg@lirs.org)

### PROGRAM SUMMARY

LIRS-ND requests permission to establish a new community garden at Village West Park in Fargo, North Dakota. Village West Park is ideal due to its proximity to neighborhoods with populations of recently resettled refugees as many garden participants live within walking distance (less than 1 mile). The Park has space with sun exposure, water access, shelter/bathroom facilities, ample parking, and easy access. Many refugees experience difficulty maintaining healthy and nutritious eating habits after resettlement in America. Refugees express a desire to grow their food and work towards self-sufficiency. However, refugees face numerous obstacles including, but not limited to:

- Limited access to land suitable for growing produce
- Limited knowledge of localized growing conditions
- Limited exposure to season-extending growing techniques
- Limited transportation options to growing spaces
- Limited experience preparing and preserving locally grown produce

The Refugee Agricultural Partnership Program will deliver classroom instruction on fruit and vegetable growing, soil health, pest management, harvesting techniques, food preservation methods, and more. The garden at Village West Park will serve as a hands-on learning lab for program participants. Participants will gain valuable experience growing fresh vegetables and small fruits. The garden will also serve as a gathering place for families in the area. Program participants will have priority for garden spots, and any remaining openings will be made available to the general public.

### FUNDING

The Office of Refugee Resettlement (ORR) funds the program through a three-year grant award to LIRS-ND. This grant enables LIRS-ND to hire a full-time program coordinator. This coordinator will be responsible for the overall success of the Refugee Agricultural Partnership Program.

LIRS-ND extended a sub-contract award to Growing Together Community Gardens to provide seeds, supplies, tools, and other equipment.

The garden will not result in increased costs to Fargo Parks District.

### GARDEN MANAGEMENT

The Village West Park Garden will belong to Growing Together Community Gardens.

LIRS-ND will staff a Program Coordinator for the RAPP. The RAPP program coordinator oversees the curriculum development and delivery. They will conduct outreach to recruit and retain participants. The RAPP coordinator is the primary point of contact for the Village West Garden and is responsible for the appearance and upkeep of the Village West Garden.

Growing Together Community Gardens (GTCG) supports the RAPP with ongoing guidance, mentoring, and expertise. The GTCG framework serves as the template for the Village West Garden. Furthermore, GTCG provides liability insurance coverage for GTCG gardens, including the Village West Garden. Fargo Parks supports the program by providing the growing space and the water source.

	LIRS-ND	Growing Together	Fargo Parks
<b>Water Access</b>			<b>X</b>
<b>Shelter/Bathroom</b>			<b>X</b>
<b>Liability Insurance</b>		<b>X</b>	
<b>Water Container (IBC Tank)</b>		<b>X</b>	
<b>Raised Beds</b>	<b>X</b>		
<b>Seedlings, seeds, and supplies</b>	<b>X</b>		
<b>Tools and equipment</b>	<b>X</b>		
<b>Recruiting Participants</b>	<b>X</b>		
<b>Curriculum Development and Delivery</b>	<b>X</b>		
<b>Program Coordinator</b>	<b>X</b>		
<b>Garden Beautification- Mowing, weeding, etc.</b>	<b>X</b>		

**CONCLUSION**

Community gardens deliver beauty and escape while producing food from unexpected places. A community garden at Village West Park will create a shared sense of purpose that empowers individuals, creates environmental awareness, and improves public health. Village West Park offers a strategic location that increases accessibility for participants of all abilities.



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (e) – Approve and award bid for Self-Propelled Ice Resurfacer

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Self-Propelled Ice Resurfacer bids were received and opened Tuesday, March 14, 2023, at 1:00pm, at the Park District Office. Attached to this memo is the bid tab.

Bids were received from Bill Hill Services and Zamboni Company. Staff recommends accepting the bid from Zamboni Company, Model 526, in the amount of \$101,479.95. Big Hill Services spec'd an Olympia Millennium H, in the amount of \$98,437. The bid from Zamboni is \$3,042.95 higher, but Big Hill Services' bid does not meet our specifications for these reasons:

- We specified a change indicator, and they spec'd a hydro fluid indicator. Without this slight glass indicator, our mechanics are unable to see if we should be changing hydro oil before service interval recommendations. It indicates a restriction in the system, which would indicate a failing component in the system and would draw attention to doing further testing of the unit for repairs.
- We specified no offset, and they have a conditioner offset. Having a 6" offset raises concern as the conditioner could be more prone to damage as our staff is entering and exiting the rink. We have had issues with staff in the past hitting the conditioner and doors. This extra offset would further promote the cause of damage.
- Another consideration is our current fleet of ice resurfacers are Zamboni. We currently stock high wear items (bearings, chains, pumps, etc.) in our parts inventory for these units. Choosing the Model 526 from Zamboni will keep the cost down not having to stock different parts for one unit.

We had a total budget amount of \$93,275. The additional \$8,204.95 is accounted for under our total equipment budget for 2023.

It was recommended at the March 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve and award Zamboni Company the bid for the Self-Propelled Ice Resurfacer as presented.



**Fargo Park District**  
**Self-Propelled Ice Resurfacers**  
 Bid Opening: 1:00 pm, Tuesday, March 14, 2023

	Self-Propelled Ice Resurfacers	Est. Delivery Date	Alternate Item Advanced Water System	Alternate Item Backup Alarm	Alternate Item Stainless Steel Water Distribution Pipe	Alternate Item Wash Water System with HD Poly Tank, 82 US/tot. water cap 282 USG	Alternate Item Snow Tank Light	Alternate Item Vertical Mount for Propane Tank	Alternate Item Electronic Water Level Sight Gauge
<b>Bidder</b>									
Big Hill Services, Ltd.	Olympia Millenium H \$98,437	6-8 months	Not Available	\$380.00	\$310.00	Included in Price 264 USG	Standard	Standard	Not Available
Zamboni Company	Zamboni \$101,479.95	300 days or sooner	\$5,495.00	\$647.00	Standard	Wash Tank & System Standard Poly Insert Included in Base Price	\$595.00	Standard	\$705.00



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (f) – Approve and award bid for 2023 Tractor with Cab and Front Wheel Assist

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At the January 10<sup>th</sup> Park Board meeting we received approval of bids for the bulk of the Parks Department Equipment for the 2023 year. We did however reject bids for a tractor and a 4-wheel Utility Work Machine due to pricing coming in higher than we wanted. It was noted at the time staff would investigate alternatives to these high prices while still trying to meet our equipment needs.

The solution staff came up with was to purchase a larger tractor than initially asked for and utilize it for all the functions the two items we rejected previously were to do. By increasing the overall size of the tractor from what we previously had asked for we can accomplish and meet all our needs with one larger piece of equipment instead of two.

We had a total budgeted amount of \$1,095,000 for the Parks Department Equipment purchases for 2023. We have accepted previous bids for equipment totaling \$984,086 which leaves us a budget remaining of \$110,914.

We received and opened bids on Tuesday, March 14, 2023, at 1:30pm, at the Park District Office. Attached to this memo is the bid tab.

Bids were received from Titan Machinery, Acme Tools and RDO Equipment Co. Staff recommends accepting the bid from RDO Equipment Co., for the John Deere 5075E with Creeper in the amount of \$54,375 and the alternate 3-Point PTO System in the amount of \$14,975 for a total bid price of \$69,350. This tractor is the lowest bid that meets all specifications.

It was recommended at the March 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve and award RDO Equipment Co., the bid for 2023 Tractor with Cab and Front Wheel Assist, as presented.

**Fargo Park District**

**2023 Tractor with Cab and Front Wheel Assist**

Bid Opening: 1:30 pm, Tuesday, March 14, 2023

	2023 Tractor with Cab and Front Wheel Assist	Est. Delivery Date for tractor and alternate	Alternate Item Front 3-point PTO System
<b>Bidder</b>			
RDO Equipment Co.	JD 5075E 9F/3R with Creeper \$54,375	? None	Zuidberg Front Hitch & PTO 3900 lb. 540 cw \$14,975
RDO Equipment Co.	JD 5075E 12F/12R \$58,125	? None	Zuidberg Front Hitch & PTO 3900 lb. 540 cw \$14,975
RDO Equipment Co.	JD 5075M 32F/16R \$69,250	? None	Zuidberg Front Hitch & PTO 6200 lb. 540 cw \$16,800
Acme Tools	Kubota M7060 HDC12 \$58,125	Sept/Oct 2023	Zuidberg 1410067 & 1003581 \$14,815
Acme Tools	Kubota M4-071 HDC12 \$60,115	60-90 days	Zuidberg 1410242 & 1004085 \$14,390
Titan Machinery	New Holland Powerstar 75 \$57,200	Unit In Stock 1.12.23	Zuidberg \$11,500



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (g) – Memorandum of Understanding with Audubon Dakota for the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project

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Audubon Dakota is interested in preserving and enhancing the habitat for birds and other wildlife within the “riparian zones” such as those found along the Red River, while at the same time providing vegetation that is beneficial in terms of water storage, filtration, purification, and flood mitigation, and providing an aesthetically pleasing nature area for residents. All these goals are in line with the Park District’s goals.

Audubon Dakota desires to continue working with the Park District on a project called the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project, the purpose of which is to make improvements to certain parcels of property, or habitat management sites. The parcels requested for the Habitat Restorations Sites, include: 6 acres at Mickelson, 24 acres at the North Softball Complex, 2.2 acres at Eagle Valley Pond, and 4 acres at Golden Valley Park. The attached Agreement outlines in detail the terms.

It was recommended at the March 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve the Memorandum of Understanding with Audubon Dakota for the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project.

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU,” or “Agreement”) is entered into this \_\_\_\_\_ of April \_\_\_\_\_ 2023 (hereinafter referred to as the “Effective Date”), by and between the Fargo Park District, a municipal corporation and political subdivision of the State of North Dakota (hereinafter referred to as the “Park District”), and National Audubon Society, Inc. d/b/a Audubon Dakota, whose post office address is 3002 Fiechtner Dr, Suite A, Fargo, North Dakota 58103 (hereinafter referred to as “Audubon”).

**WHEREAS**, Audubon is a tax-exempt organization, as described in section 501(c)(3) of the Internal Revenue Code, whose mission is to protect birds and the places they need, today and tomorrow; and

**WHEREAS**, Audubon is interested in preserving and enhancing the habitat for birds and other wildlife within certain “riparian zones,” such as those found along the Red River, while at the same time providing vegetation that is beneficial in terms of water storage, filtration, purification, and flood mitigation, and also providing an aesthetically pleasing nature area for local residents; and all of these goals are in line with the Park District’s goals; and

**WHEREAS**, Audubon desires to work with the Park District on a project called the Urban Woods and Prairies Initiative (the “Initiative”) dedicated as the Urban Pollinator Plots Project, the purpose of which is to make improvements to certain parcels of property, or habitat management sites, in order to achieve the above-described goals; and

**WHEREAS**, the Park District is agreeable to working with Audubon on the Initiative to achieve said goals, subject to the terms and conditions set forth in this MOU; and

**WHEREAS**, in furtherance of the Initiative, Audubon will create and implement habitat management plan on land owned or controlled by the Park District; and

**WHEREAS**, the Park District will conduct necessary site preparations and grant Audubon access to the property for Audubon to implement a habitat management plan and conduct other activities in furtherance of the Initiative; and

**WHEREAS**, the Park District will endeavor to preserve and maintain the areas restored under this MOU for at least 20 years.

**NOW THEREFORE**, in consideration of the parties’ mutual covenants contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Park District and Audubon hereby agree:

1. **Exhibits**. The following exhibit is attached hereto and by reference made a part of this Agreement:

**Exhibit A** – Depiction and Area/Legal Description of Designated Habitat

Restoration Site(s).

2. **Habitat Restoration Site.** The Park District owns a certain parcel of real property located within the boundaries of Cass County, North Dakota. This land shall be designated as a “Habitat Restoration Site.” A depiction and legal description of said Habitat Restoration Site is attached hereto in Exhibit A.

3. **Site Plans.** Audubon shall, in consultation with the Park District, prepare a restoration site plan for the Habitat Restoration Site (“Site Plan”). The Site Plan will include detailed descriptions of proposed enhancements, restorations, and improvements for the site, including as appropriate: plans to plant, enhance, or preserve vegetation; install or build fences or other structures; install or construct landscaping; enhance or restore the natural habitats of birds and other wildlife; implement water retention, filtration, purification, and flood control measures; stabilize banks and slopes and reduce erosion; and any other plans intended to create an aesthetically pleasing and ecologically beneficial area. The Site Plan should also describe any necessary preparations (“Site Preparations”) that must be performed by the Park District before the Site Plan may be implemented, including without limitation, any required herbicide applications, mowing, or disking.

4. **Funding.** Audubon is a non-profit conservation organization. Audubon’s obligation to implement and complete the Site Plan improvements is conditioned upon its receipt of sufficient funding.

5. **Approval by Park District.** The Site Plan must be approved in writing by the Park District before Audubon commences implementation. If the Park District reasonably withholds approval of the Site Plan, and Audubon is unable to modify the Site Plan in such a way as to earn the Park District’s approval, this MOU shall terminate and the parties shall be released from any obligations hereunder. The Park District covenants that it has all necessary authorization to enter into this agreement, to undertake the Site Preparations, to grant Audubon access to the Habitat Restoration Site, to authorize Audubon to implement and maintain the Site Plan improvements, and to permit any other actions set forth in this MOU.

6. **Site Preparations.** Upon approval of the Site Plan submitted by Audubon, the Park District shall commence, as soon as weather conditions will allow, with the necessary Site Preparations, before Audubon begins implementing the Site Plan improvements. Site Preparations must be completed in accordance with the Site Plan and to Audubon’s reasonable satisfaction within one year after the date when the Park District issued its written consent and approval of the Site Plan.

7. **Enhancement Period.** A five year “Enhancement Period” shall commence upon Audubon’s acceptance of the Park District’s completion of the Site Preparations. During the Enhancement Period, Audubon shall, at its own cost and expense, but subject to adequate funding, complete the preservations, enhancements, and improvements described in the approved Site Plan for the Habitat Restoration Site.

a. **Site Access.** The Park District grants Audubon a license to access and enter the

Habitat Restoration Site for the purpose of implementing and maintaining the Site Plan.

- b. **Extension.** If the five-year Enhancement Period becomes an insufficient amount of time to implement the proposed improvements, due to unforeseen or unavoidable circumstances such as flood, drought, delay or unavailability of supplies, government restrictions, etc., the parties may agree in writing to extend the Enhancement Period.
- c. **Failure to Implement Site Plans; Damage to Improvements.** If Audubon fails to complete the preservations, restorations, and improvements described in the approved Site Plan within the Enhancement Period (as extended), the Park District may terminate this MOU, in which event Audubon will remove any of its equipment and other personal property from the Habitat Restoration Site. If the Park District performs unauthorized management or otherwise damages the restoration or improvement, the Park District shall be responsible to either restore the restorations or to pay for all expenses required for Audubon to rectify the damage.

8. **Ongoing Site Management.** After completion of the Site Plan improvements, Audubon shall deliver to the Park District a long-term habitat management plan or guidance on habitat management. Such plan will recommend appropriate management tools and schedules to maintain the restored native habitat. The Park District will resume the exclusive control of the Habitat Restoration Site and agrees to use its best efforts to maintain the improvements made by Audubon for 20 or more years in accordance with the long-term management plan or guidance. Audubon intends to continue to advise the Park District on proper habitat management after the completion of restoration. As resources permit, Audubon will also endeavor to work with the Park District to sponsor outdoor education programming or research at the Habitat Restoration Site. The Park District retains the option to add amenities to the sites that are in general conformance with and enhance the site plans.

9. **Flooding Situations.** The parties understand that the Habitat Restoration Site is located within a floodplain and is therefore subject to occasional and unpredictable flooding outside of the parties' control. As a result, the parties agree to work cooperatively in flooding situations, by allowing for reasonable extensions of the deadlines contemplated in this MOU and working together to return to the status quo that existed before the flooding subject to the availability of sufficient funds to finance repairs. In the event that the Habitat Restoration Site is flooded, neither party shall be held liable to the other party for any loss or damage incurred as a result of the flood. Once the Enhancement Period has ended and the Park District has undertaken to maintain the improvements made to the Habitat Restoration Site, the Park District will use reasonable efforts to repair any minor damage to the improvements resulting from a flood, so long as sufficient Park District funds are available to finance such minor repairs, but in no event shall the Park District be obligated to repair or replace improvements that have incurred substantial damage as the result of a flood.

10. **Marketing and Signage.** As part of its overall marketing and publicity effort for



the Initiative, Audubon shall prepare signage and printed informational materials. Subject to approval of the Park District, Audubon will install informational signage at the Habitat Restoration Site and distribute printed information on the Initiative.

11. **Utility Services.** No utilities may be provided for or connected to the Habitat Restoration Site without the express written consent of the Park District.

12. **Indemnification.** Audubon agrees to indemnify and hold harmless the Park District and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to persons or property resulting from the negligent acts or omissions of Audubon, Audubon contractors', successors', or assigns' in connection with their use of the Habitat Restoration Site in furtherance of the Initiative, and Audubon shall, at Audubon's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Park District or in which the Park District may be joined with other parties upon any such above-mentioned matter or claims. The Park District agrees to indemnify and hold harmless Audubon and any of its officers, employees, directors, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to persons or property resulting from the negligent acts or omissions of the Park District, its employees, commissioners, or contractors in connection with the Habitat Restoration Site and Audubon's use thereof, and the Park District shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Audubon or in which Audubon may be joined with other parties upon any such above-mentioned matter or claims. These mutual agreements to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This section will survive the termination of this MOU and any subsequent agreements of the parties contemplated herein.

13. **Assignment.** Neither party may transfer or assign this MOU, nor any rights or obligations under this MOU, without the express written consent of the other party.

14. **Amendments.** No amendment, modification, or waiver of any condition, provision, or term of this MOU will be valid or of any effect unless made in a writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this MOU.

15. **Governing Law.** This MOU will be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this MOU must be brought in an appropriate venue in the State of North Dakota.

16. **Merger Clause.** This MOU constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements, promises, covenants, or representations on

the part of either party hereto.

17. **Severability Clause.** Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of this MOU.

18. **Grammatical Construction.** Whenever the singular number is used herein, the same will include the plural where appropriate, and the words of any gender will include any other genders where appropriate.

19. **Agreement Binding on Successors.** This MOU will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

20. **Headings.** Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties executed this MOU on the Effective Date:

FARGO PARK DISTRICT

By: \_\_\_\_\_

Dave Leker

Its: Executive Director

NATIONAL AUDUBON SOCIETY  
(AUDUBON DAKOTA)

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A – Depiction and Area/Legal Description of Designated Habitat Restoration Site(s).**

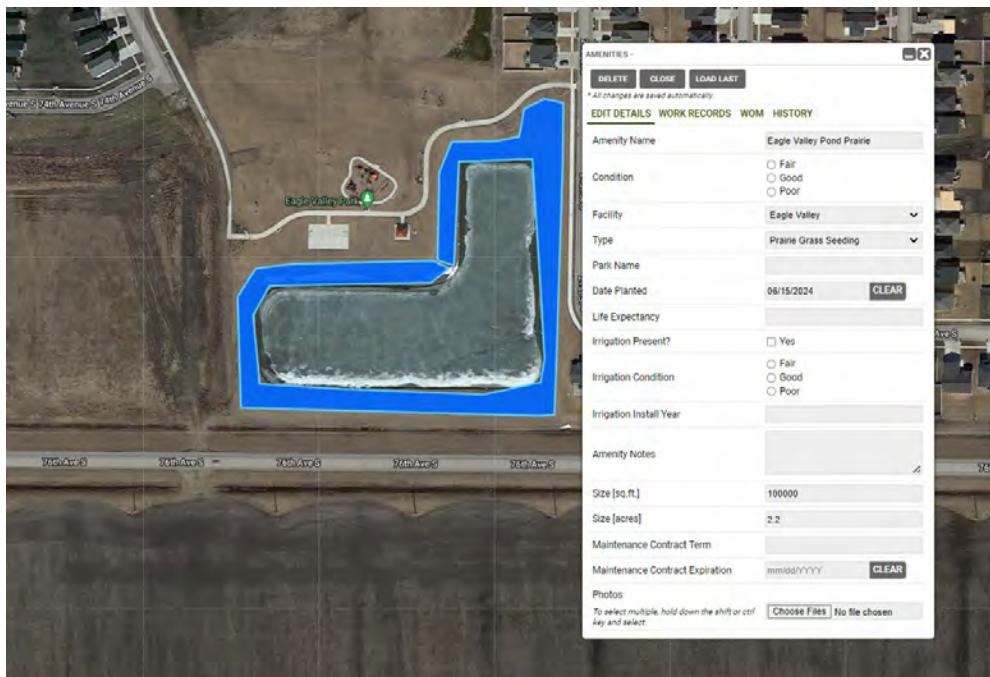


Mickelson: 6 Acres. North section has a large bowl that could be mesic to wet. The rest is mostly a large levee that runs north and south so it has east and west slopes, will be pretty dry.

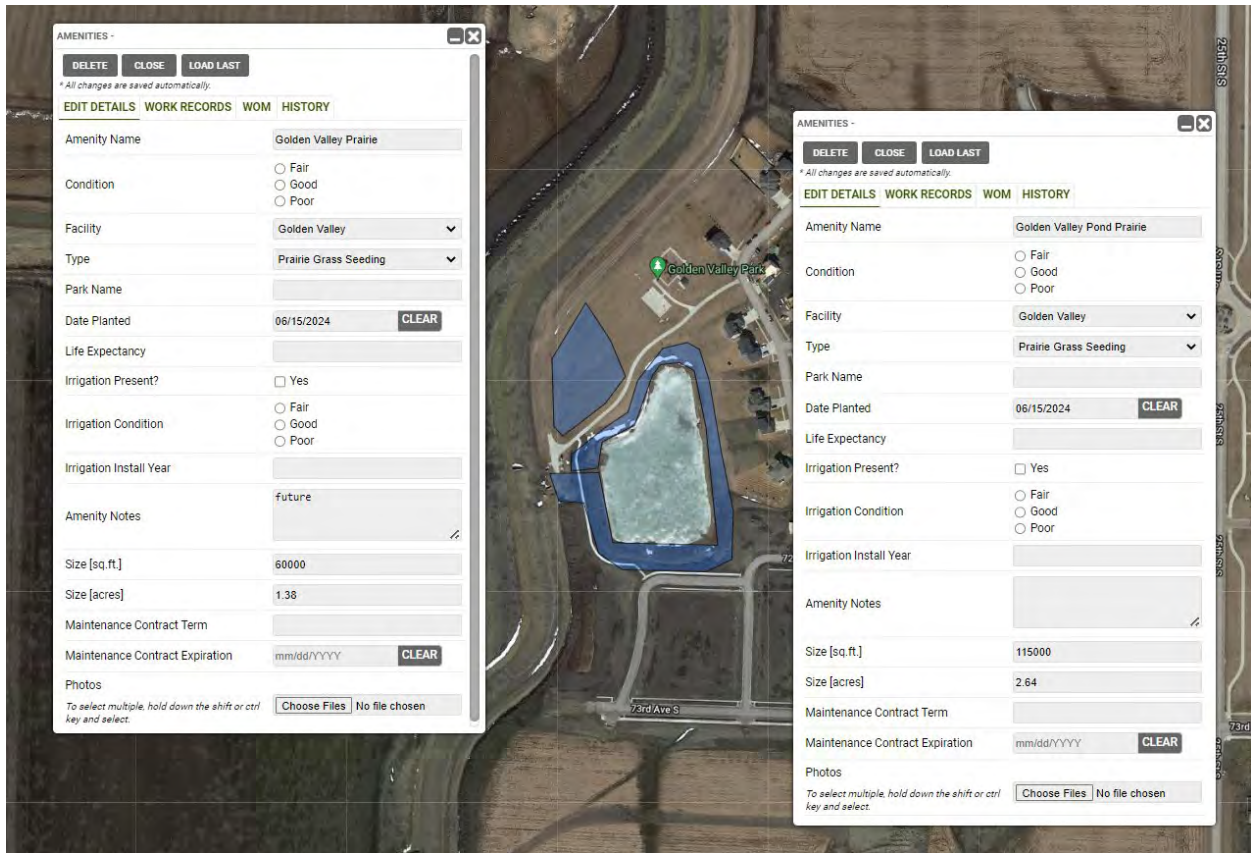
MICKELSON FIELDS ADDITION (part of NW 1/4 of 140-48-32)



Softball complex: 24 Acres. All flat with some low areas, I would say mesic to wet.  
 NSC ADDITION (Part of NW1/4 & NW1/4 of SW1/4 Sec 10-140-49)



Eagle Valley Pond: 2.2 acres. Slope around pond  
 EAGLE VALLEY ADDITION (part of the SW 1/4 Sec 12-138-49)



Golden valley park: 4 acres North section is flat, mesic. Pond section is a slope going down into pond  
GOLDEN VALLEY ADDITION (part of E1/2 Sec 11-138-49)



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (h) – Request to solicit for bids for the Sports Arena Reroof Project

---

In alignment with our Procurement Policy No. 390, we are requesting permission to publicly bid the Sports Arena Reroof Project. Funds for this project are budgeted in 2022 and 2023. The timeline for the bid process will be as follows:

- Public Bid Opening May 11, 2023
- Review at Facilities Committee Meeting May 31, 2023
- Possible award at Park Board Meeting June 13, 2023

It was recommended at the March 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve the request to solicit for bids for the Sports Arena Reroof Project, as it aligns with Procurement Policy No. 390.



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. 3 – Department Update - Golf

---

For the April Board Meeting, the Golf Department will be providing an update. The staff will share information on the start of golf, prep for spring floods, projects for this year, marketing videos, new staff, restaurants, Discover golf tour, leagues & lessons.

Please contact me with questions.

Thank you.





## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 4 – Board to discuss and consider approval of utilizing private funds raised for the pool by the Fargo Park District Foundation to increase funding for Island Park Pool Construction project

---

With our latest design estimate reflecting current construction cost, for the Island Park Pool renovation, we would like to discuss using private funds raised for Island Park Pool to offset this increased cost. This would increase the construction budget from \$16.9 million to \$17.9 million and allow us to construct the new pool with the most recreational value.

This proposed adjustment to the budget would not increase public financing for this project. Only privately raised funds would be used.

If you should have any questions related to this item prior to the board meeting, please feel free to contact me.

Thank you.

**Sample Motion:** I make a motion to approve utilizing private funds raised for the pool by the Fargo Park District Foundation to increase the Island Park Pool construction project as presented.



## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 5 – Board to consider approval of bids for the Island Park Pool replacement project

---

A second round of bids were opened and read aloud on Thursday, March 16<sup>th</sup>. These packages included the following:

- 7A - EPDM Roofing and Sheet Metal
- 7B – Metal Roof and Wall Panel
- 7C – Caulking and Sealants
- 8B – Aluminum Openings and Glazing
- 8C – Overhead Doors
- 9B – Gypsum Board Assemblies
- 9D – Painting and Coatings
- 9E – Epoxy Concrete Flooring
- 13 – Pool Construction
- 26 – Electrical
- 31 – Earthwork/Site Demolition
- 32C – Site Fencing
- 32E – Landscaping
- 32F – Artificial Turf
- 33 – Site Utilities

We are currently holding the 1<sup>st</sup> round of bids that were opened on Thursday, February 9<sup>th</sup>. These bids included the following packages:

3A – Concrete  
4 - Masonry  
5B – Metal Fabrication  
6A – General Work and Labor  
21 – Fire Sprinkler  
22/23 – Plumbing/HVAC  
32A – Asphalt & Milling Overlay  
32B – Concrete Paving

Please see following attached documents for your review:

- Fargo Park District Spreadsheet – Base Bid and Add/Alternate recommendations. We categorized the Base Project Bid, add/alternates with green, yellow, blue and red highlights.
  - First Column is Base Project Bid
  - Green - recommend approving with base bid
  - Yellow – recommend holding price and approve once we are done with pool basin foundations and less risk to contingency.
  - Blue – recommend holding price and approve once we are done with pool basin foundations and less risk to contingency.
  - Red Strike Out – recommend not to accept.
- Island Park Pool Bid Tab - This is the large complete bid tab.
- Base Bid Recommendation Letter from Gast – This is in letter form and is their recommendation for base bids and lowest qualified contractors.

Staff have met with the design and construction teams and have included the following recommendations on which add/alternates to accept. This was reviewed at the Facilities Committee Meeting on March 29<sup>th</sup>, 2023 and the Committee recommended bringing it to the full board for consideration of approval.

If you should have any questions, feel free to contact me prior to the board meeting.

Thank you.

**Sample Motion:** I make a motion to approve the bids for the Island Park Pool replacement project as presented.







March 23<sup>rd</sup>, 2023

Dave Leker, Executive Director  
Fargo Park District  
701 Main Ave  
Fargo, ND 58103

Re: Bid Review Fargo Park District Island Park Pool

Dave,

Below is a list of the bid packages and qualified low bidder we are recommending for consideration on the Island Park Pool.

3A Concrete – All Finish Concrete - Base Bid \$512,605.00  
No Alternates

4 Masonry – Huesman Schreiber Masonry, LLC – Base Bid \$315,500.00  
Alternate 15 Arena Shell Restroom & Storage \$62,200.00

5B Metal Fabrications – Red River Fabrication, Inc. – Base Bid \$31,660.00  
Alternate 1 Arena Roof Top Patio \$20,440.00  
Alternate 15 Arena Shell Restroom & Storage \$68,550.00

6A General Work and Labor – Gast Construction Co, Inc. – Base Bid \$582,339.00  
Alternate 1 Arena Roof Top Patio \$12,682.00  
Alternate 15 Arena Shell Restroom & Storage \$93,354.00

7A EPDM Roofing – A&R Roofing Co., Inc. – Base Bid \$234,530.00  
Alternate 1 Arena Roof Top Patio \$119,970.00  
Alternate 15 Arena Shell Restroom & Storage \$49,940.00  
Alternate 20 Ballasted Roof System vs. EPDM *Deduct* (\$67,410.00)

7B Metal Wall Panel – Lemke Home Improvements, Inc. – Base Bid \$109,150.00  
No Alternates

7C Caulking & Sealants – Ellenson Caulking, L.L.C. – Base Bid \$49,400.00  
Alternate 2B Integral Wall Base \$2,300.00  
Alternate 15 Arena Shell Restroom & Storage \$1,250.00



8B Aluminum Openings & Glazing – Red River Glazing, Inc. – Base Bid \$39,590.00  
Alternate 17 Automatic Sliding Main Entrance Doors *Deduct* (\$2,500.00)

8C Overhead Doors – Advanced Garage Door, Inc. – Base Bid \$16,972.00  
No Alternates

9B Gypsum Board Assemblies – Miller & Sons Drywall, Inc. – Base Bid \$13,000.00  
No Alternates

9D Painting & Coatings – Trail Painting Company, LLC – Base Bid \$125,000.00  
Alternate 2A Epoxy Quartz Floor Upgrade *Deduct* (\$21,500.00)  
Alternate 15 Arena Shell Restroom & Storage \$35,000.00

9E Epoxy Concrete Flooring – All Finish Concrete – Base Bid N/A  
Alternate 2A Epoxy Quartz Floor Upgrade \$77,751.00  
Alternate 2B Integral Wall Base \$13,110.00  
Alternate 15 Arena Shell Restroom & Storage \$34,425.00

13 Pool Construction – Associated Pool Builders, Inc. – Base Bid \$8,892,000.00  
Alternate 5 Alternate Pool Filter Aquify RM Filters *Deduct* (\$62,000.00)  
Alternate 8 Lazy River Vortex \$30,000.00  
Alternate 9 5M Diving Platform \$75,600.00  
Alternate 14 Enlarged Rec. Pool Structure \$161,000.00

21 Fire Sprinkler – Nova Fire Protection, Inc. – Base Bid \$16,361.00  
No Alternates

22/23 Plumbing/ HVAC – BDT Mechanical, LLC – Base Bid \$753,604.00  
Alternate 12 Mini Split HVAC unit at Life Guard \$7,956.00  
Alternate 15 Arena Shell Restroom & Storage \$66,193.00

26 Electrical – Vinco, Inc. – Base Bid \$546,028.00  
Alternate 15 Arena Shell Restroom & Storage \$17,026.00  
Alternate 16 New Parking Lot Light Poles \$20,413.00  
Alternate 21 Exterior Light Fixture to BB Series *Deduct* (\$747.00)

31 Earthwork & Site Work Demolition

33 Utilities – Earthwork Services, Inc. – Combined Tied Base Bid \$1,493,685.00  
No Alternates

32A Asphalt & Milling Overlay – FM Asphalt LLC – Base Bid \$103,000.00  
No Alternates



32B Concrete Paving – Quality Concrete Inc. – Base Bid \$319,090.00  
No Alternates

32C Site Fencing – Dakota Fence Company – Base Bid \$97,785.00  
No Alternates

32D Landscape – S&S Landscaping Co. Inc. – Base Bid \$64,150.00  
No Alternates

32E Artificial Turf – ForeverLawn Minnesota, Inc – Base Bid \$31,000.00  
No Alternates

Regards,

A handwritten signature in black ink, appearing to read 'Jordan Vadnais', is written over a large, light-colored, irregular scribble or watermark.

Jordan Vadnais  
Project Manager





## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 6 – Board to consider approval of Amendment No. 3 to Development Agreement with Sanford

---

We are currently working with Sanford on the 3<sup>rd</sup> Amendment to the Development Agreement. This amendment addresses items related to Phase 2 of the Fargo Parks Sports Complex.

- Extends responsibilities for architectural services and construction administration (CA) through Phase 2 certificate of occupancy (CO).
- Defines how the initial \$7,000,000.00 will be due at the completion of Phase 2 (CO) and how the remaining \$8,000,000.00 will be paid out annually.
- Clarifies that any change orders requested by Sanford above and beyond the original gross maximum price (GMP) shall be paid by Sanford.
- Clarifies the nature of the naming rights conferred by the Park District. It states the naming rights are given in recognition of the gifts from Sanford.

Please see attached draft copy of the 3<sup>rd</sup> Amendment to the Sanford Development Agreement for review.

We will continue meeting with Sanford to clarify the signage language currently in the developer's agreement. This clarifying language will be addressed in the 4<sup>th</sup> Amendment to the Developer's Agreement.

This was reviewed at the Facilities Committee Meeting on March 29<sup>th</sup>, 2023 and the Committee recommended bringing it to the full board for consideration of approval.

If you should have any questions related to this item prior to the board meeting, please feel free to contact me.

Thank you.

**Dave Leker, Executive Director**  
**PARK COMMISSIONERS – Vicki Dawson \* Joe Deutsch \* Aaron Hill \* Dawn Morgan \* Jerry Rostad**  
**CLERK – Dave Leker**

## THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “**Third Amendment**”) is made and entered into effective \_\_\_\_\_, 2023, by and between **SANFORD NORTH**, a North Dakota nonprofit corporation (“**Sanford**”), and **PARK DISTRICT OF THE CITY OF FARGO**, a North Dakota park district (“**Park District**”). The Park District and Sanford may individually be referred to as a “**Party**,” and collectively as the “**Parties**.”

### RECITALS

- A. The Parties have previously entered into a Development Agreement and Amendments to Development Agreement for the construction of a first-class community recreation facility (collectively the “Agreement”);
- B. The Park District has authorized and is engaging in a second phase of construction for the Project (“**Phase 2**”). The Parties desire to extend Sanford’s operational and financial responsibilities for architectural services and construction administration through the Phase 2, and to recognize the amount expended by Sanford to date as part of the Sanford Contribution;
- C. The Parties additionally wish to clarify the nature of the naming rights conferred by the Park District;
- D. Accordingly, the Parties mutually agree to amend the agreement as provided in this Third Amendment.

### AMENDMENTS

1. **Amendment to Section III(3)**. Section III(3) is amended, superseded, and replaced in its entirety by the following:

Building Design As of the date of this Third Amendment, and attached hereto to as Exhibit “C”, is the current floor plan illustration for the building design that has been developed by the Park District and Sanford, including both phases of construction. The parties agree that this floor plan may be later updated, as the parties may mutually agree. As part of Sanford’s contribution to the Project as described in Section IV(2)(a) (the “**Sanford Contribution**”), Sanford has hired the architect to develop and finalize plans and specifications for the building and other Building Site improvements, and agrees to pay for the architect’s services for construction administration throughout construction for both phases of the Project.

2. **Amendment to Section III(5)**. Section III(5) is amended, superseded, and replaced in its entirety by the following:

Consultants. The Park District will retain professional consultants where it deems such

assistance is necessary or appropriate for accomplishing the intention of the Parties. Sanford shall have the right to retain its own professional consultants where it deems necessary. The Park District shall contract with either professional consultants, engineers, and/or construction firms and all such fees shall be a cost of construction, as later herein defined, and paid as part of the Park District Contribution in accordance with the provisions of Section IV(2)(b) below. At all times, the Park District agrees to consult in good faith with any professional consultant hired by Sanford, to include any engineers or others providing similar assistance. The cost of making the applications to appropriate governmental authorities for permits and approvals necessary for the construction of the building on the Building Site and related improvements shall be a cost of construction.

3. **Amendment to Section III(6)**. Section III(6) is amended, superseded, and replaced in its entirety by the following:

Construction Administration. Sanford's obligations under Section III(3) shall encompass the phases of schematic design, design development, and construction documents through Phase 2. Following the creation of the construction documents, all plans, schematics, designs, and the like for the Building Site and the included building will be assigned to the Park District. The Park District shall assume ownership of this work product, and all of Sanford's rights and obligations (except its obligation to pay for the phases above described, including Sanford's obligation to pay for the architect's services for construction administration through the construction of both phases of the Project) under Sanford's contract with the architect, as construction proceeds into the bidding and construction administration phases. The Park District shall then be responsible for the bidding process and the awarding of contracts to successful bidders for the construction of the building and other improvements to the Building Site, including the Sanford Space, the other Project Land improvements, such financial obligation being a part of the Park District Contribution.

Because Sanford holds the contract directly with the architect and is paying for the services contained in the same, the architect will report to Sanford in accordance with the contract's terms. However, Sanford agrees to designate the Park District as its agent for purposes of directing the architect throughout all aspects of the construction phase of the Project. Notwithstanding, the Park District agrees that it will not make any alterations to the project design, without Sanford's reasonable consent, which would (i) cause architectural fees to be incurred which exceed the initial sum due under Section IV(2)(a)(i), (ii) alter the Sanford Space in any way, or (iii) materially alter the scope of the Project beyond that agreed to in Section III(3) and Exhibit C. "Material changes" to the design are those that would substantially impact the athletic programming and events envisioned the Building, such as through the addition or removal of basketball/volleyball courts, a reduction in size of the turf field, etc.

4. **Amendment to Section IV(2)(a).** Section IV(2)(a) is amended, superseded, and replaced in its entirety by the following:

a. **Sanford Contribution.** Sanford will contribute to the Park District a total of \$15,000,000, which may include funds or in-kind contributions contributed by third-parties through Sanford to support the construction and development of the Building Site and Project Land, which contribution will be comprised of cash and/or agreed upon in-kind contributions. This obligation shall be broken down with greater specificity as follows:

i. \$7,000,000.00 payable at the completion of construction of the Building Site, which shall be defined as the date the certificate of occupancy is issued following Phase 2 construction (“**Date of Completion**”), LESS the expenses incurred by Sanford in connection with the design development of the Building Site, including architect services for construction administration through construction of both phases of the Project as specified in Section III(3), which are to be regarded as an in-kind contribution made by Sanford to the Park District for the project.

As of the date of this Third Amendment, the parties recognize and agree the amount Sanford has expended thus far under Section III(3) is \$3,122,380.00. In the event total design costs exceed \$7,000,000, this initial obligation would be extinguished, and the excess above \$7,000,000 would be deducted from the installment payments specified in subsections (ii) as applicable.

ii. \$8,000,000, to be paid in eight annual installments of \$1,000,000 on the anniversary of the Date of Completion, subject to the parties meeting annually to review Building Site operations, and each party’s obligations under this Agreement and all other agreements encompassed by and contemplated in this Agreement.

iii. The parties agree the current design and bid for construction of the Sanford Space as of the Effective Date of this Amendment is incorporated into the overall cost of construction of the Building, at no further cost to Sanford. Any additional Sanford directed change orders to the design and construction of the Sanford Space shall be paid by Sanford above and beyond the contributions contemplated by this Section, including recently submitted and approved change orders for \$135,000.00.

5. **Amendment to Section IV(3).** Section IV(3) is amended, superseded, and replaced in its entirety by the following:

**Operating Costs.** Sanford agrees to contribute an additional \$2,000,000, to be paid in ten annual installments of \$200,000 each, to the Park District to assist with the costs of operating and maintaining the Building Site and/or any improvements on the adjacent Project Land, as the Park District sees fit to allocate. This contribution shall be separate

and apart from the Sanford Contribution specified in Section (IV)(2)(a), and any rent due from Sanford under the lease between the Parties. The first installment shall be due on the Date of Completion.

6. **Article VI.** Article VI is superseded and replaced in its entirety by the following:

## VI. SIGNAGE

1. **Signage.** In recognition of the Sanford Contribution, the Park District has elected to and shall name the Building Site and that portion of the Project Land not included in the Building Site, the “Sanford Sports Complex”. This recognition shall be reflected as such on all freestanding marquee signs, advertisements, and all other physical and digital marketing and materials. Similarly, the Park District may affix and include similar signage identifying its ownership and/or contributions to the Project. The Park District may elect to similarly recognize other donors to the Project, with associated signage, in and on the building (i.e. xxx Recreation Center) or subsidiary portions of the building (i.e., the turf, courts, etc.), in a manner that does not compromise the Park District’s recognition of Sanford as provided in this Article. Any such recognition must be approved by both the Park and Sanford, which approvals shall not be unreasonably withheld. Sanford may designate the Sanford Space, or subsidiary portions of the Sanford Space, with a distinct name(s), subject to the approval of the Park District, which will not be unreasonably withheld.
2. **Exterior Signage.** Subject to the approval of all applicable governmental entities, and applicable covenants, conditions, and restrictions, Sanford shall be permitted to place and maintain signage of design and placement acceptable to Sanford, on the exterior fascia of the building. Sanford shall be entitled to signage on all sides of the building facing driveways or streets offering ingress and egress to the building, and on the side of the building facing Interstate 29.
3. **Interior Signage.** Sanford shall have exclusive control over all signage in the Sanford Space. Sanford shall also be entitled to additional signage in other areas of the building. The Parties shall collaborate as to the placement, prominence, and design of such additional signage, but at minimum Sanford shall be entitled to signage in all portions of the building used for athletic, training, or recreation activity, of equal or greater prominence to any other sponsor, except a sponsor that may be designated as the title or naming rights sponsor for that particular portion of the building.
4. **Signage Costs.** The costs of all Sanford signage under Sections VI(2) and VI(3), as well as any freestanding marquee signs for the Sanford Sports Complex, shall be included in the Sanford Contribution. Additional signage, and signage denoting Sanford POWER or otherwise being displayed in the Sanford Space, shall be Sanford’s responsibility apart from the Sanford Contribution. All other signage in and on the Building, and on the remaining Project Land, shall be the Park District’s responsibility, understanding that the Park District may arrange for such payment by third-parties.

5. Additional Signage. The Park District shall have the discretion to negotiate agreements for additional signage in the building and the additional Project Land. Design and placement of additional signage shall not interfere with Sanford signage on or in the building or on the Project Land, and shall be subject to Sanford’s approval, which shall not be unreasonably withheld. The Park District agrees that under no circumstances will any signage be permitted in the building, on the Building Site, or anywhere on the Project Land, which advertises, promotes, or otherwise identifies any provider of health care, therapy, fitness, or wellness services, other than Sanford.
7. Exhibits “C” and “D”. Exhibit “C” is superseded and replaced in their entirety by the attached Exhibit “C”.
8. The Recitals shall be given full force in any interpretation of this Amendment. Except as modified by this Third Amendment to the Development Agreement, the terms and conditions of the Agreement remain in full force and effect.

**PARK DISTRICT OF THE CITY OF FARGO**

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Clerk

**SANFORD NORTH**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

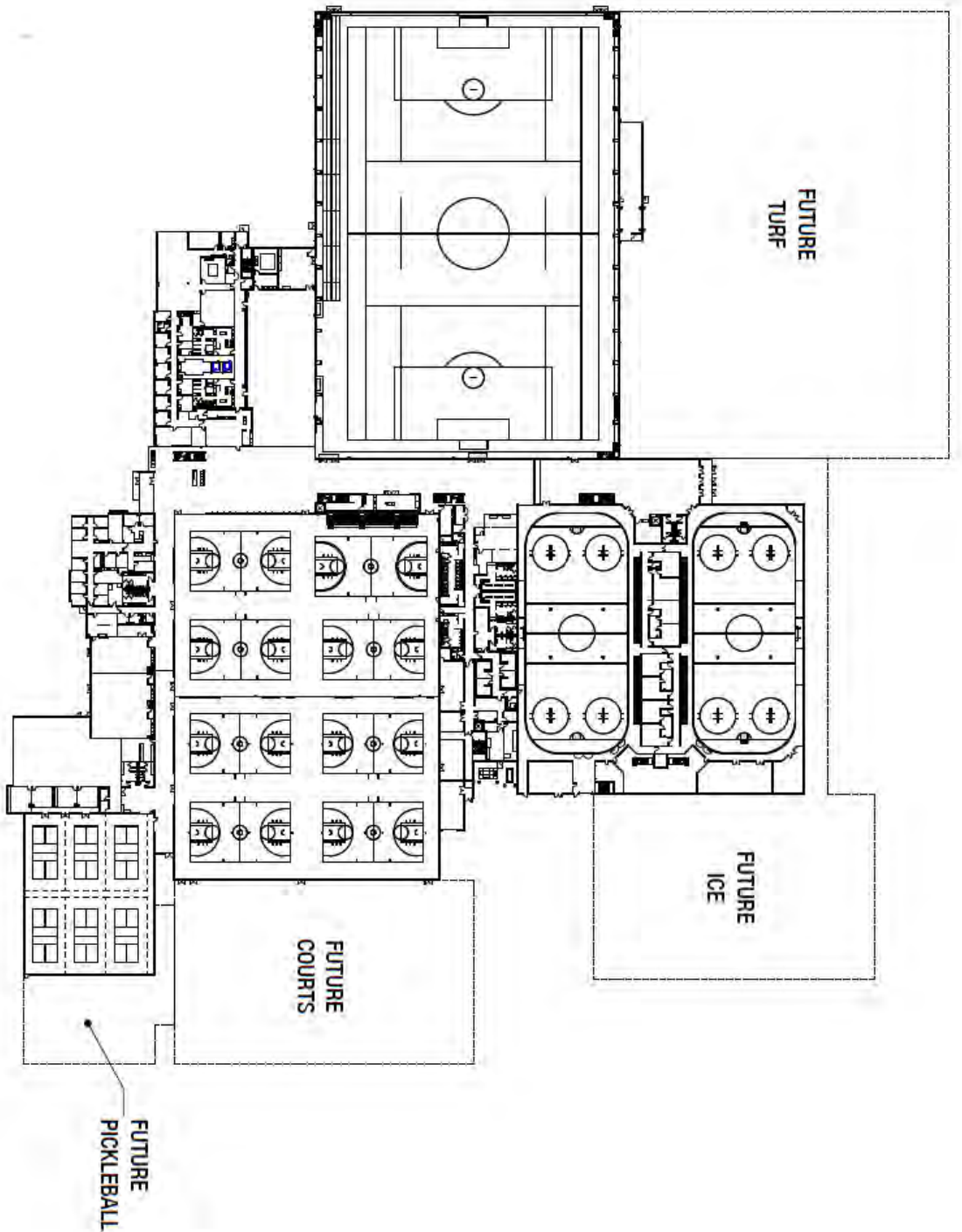
**EXHIBIT C**  
**Building Design**

DRAFT

# FARGO PARKS SPORTS COMPLEX

## OVERALL FIRST FLOOR PLAN

REVISED: 2002 / JULY 16/18/03 / © 2002 JLG ARCHITECTS

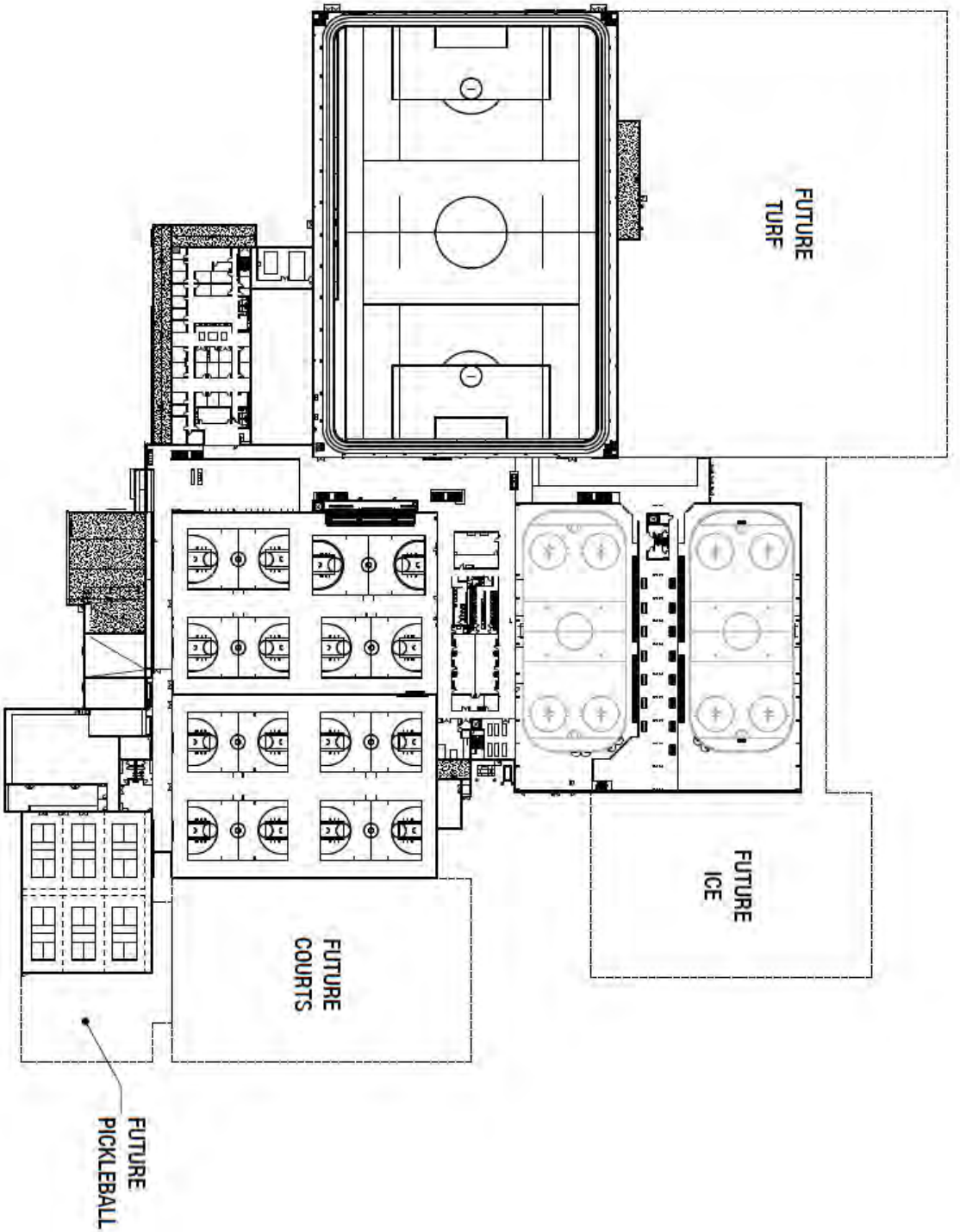




# FARGO PARKS SPORTS COMPLEX

## OVERALL MEZZANINE PLAN

NOVEMBER 07, 2007 | JLG ARCHITECTS | © 2007 LIC. ARCHITECTS





## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Craig Bjur, Fargo Park District Foundation Executive Director

RE: Agenda Item No. 7 – Board to consider approval of Nick Dawson reimbursement overage request from Fargo Park District Foundation Grant Matching Program

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Nick Dawson participated in the Matching Grant Program in 2022 with project plans for dog park features at Brandt Crossing Dog Park. The total estimated project cost was \$2,600.00 and the agreement stated that the applicant contribution would be \$1,300.00 and the matching grant would pay the other half of the costs. The total expenses came to \$3,646.02 with an overage of \$864.02. Nick Dawson is requesting an additional reimbursement of \$432.01, which is ½ of the overage costs.

The request was reviewed by the Fargo Park District Foundation board on March 28<sup>th</sup> and approved to be passed onto the Fargo Park District Board for final approval.

At the Facilities Committee Meeting on March 29<sup>th</sup>, the Committee recommended it be brought forward to the full board at the April Park Board Meeting for consideration of approval.

Please feel free to contact me with any questions, prior to the board meeting.

Thank you.

Sample Motion: I make a motion to approve the Fargo Park District Foundation Board recommendation to provide Matching Grant funds in the amount of \$432.01 to Nick Dawson as presented.



## 2022 Matching Grant Program – Round 2 Applications

### 2. Brandt Crossing Dog Park

Contact Information:  
Nicholas Dawson

Project Title: **Dog Park Features**

Estimated Project Start Date: Mon, 07/18/2022. Completion Date: Mon, 08/08/2022

#### Description of Proposed Project:

- I would like to build features that user of the Village West dog park can use as additional ways to enjoy the dog park. Right now, the parks only have green space and picnic tables. I would like to add ramps and hurdles for dogs to be able to run up and down and jump over.

#### Justification for Project:

- The dog parks are used by many people and dogs in our community. For my eagle project I wanted to do something with dogs. This is something I can do that benefits both people and dogs.

**Estimated Number of People Benefited:** Thousands each year.

**Estimated Age Categories Benefited:** All ages of people who have dogs and want to use our dog parks will benefit.

**Total Estimated Project Cost: \$2,600.00**

**Assistance Requested:** I will be building and installing this for my eagle project. I am requesting a matching grant to pay for half the costs of my materials.

**Applicant's Contribution: (\$1,300)**

**Other Sources of Assistance:** Some of my portion will come from my Boy Scout account. This account is what I have earned by selling popcorn, wreaths and working at the Scheels Concession Stand during games and concerts.

**Total Expenses: \$3,464.02**

**Overage: \$864.02**

Nick is requesting reimbursement for 1/2 of the overage.

**Request Amount: \$432.01**

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## MEMORANDUM

DATE: April 5, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 8 - Board to consider approval of resolution to declare emergency exists for 2023 flood

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As all of us are very aware of, we have a major flood forecasted again for the Fargo area. As a part of the flood, the Fargo Park District, as they have done many times in the past, we may need to take emergency measures to protect assets of the Park District.

As a part of the process to do that staff will need to move quickly in hiring contractors that may exceed the \$50,000 required bid notice. Century Code does allow for the board to declare an emergency exists, so that we may forego the advertising period. It does not allow us to forego the need to get multiple bids on projects to make sure that we have the lowest and best bid for the work to be completed.

Attached is a resolution that has been reviewed by Jeff Gunkelman, our attorney, for you to consider, which will declare an emergency exists and define the scope for which these emergency type procedures can be used. Without the declaration of emergency, we might have difficulty being reimbursed through FEMA.

Should you have any questions regarding this matter, please feel free to contact me prior to the board meeting.

Thank you.

Sample Motion: I make a motion to approve the resolution as presented.

## RESOLUTION

WHEREAS, the Park District of the City of Fargo is a municipal corporation (“Park District”) duly authorized and existing under the provisions of Chapter 40-49, North Dakota Century Code; and

WHEREAS, the Park District, under Chapter 40-49, has the police powers of any municipality over its owned real estate and generally has an obligation to protect the real estate and other public improvements located on Park District property; and

WHEREAS, Chapter 40-49 provides that contracts contemplating the expenditures of money in excess of \$50,000.00 would be awarded to the lowest responsible bidder after advertisement in the official newspaper, except as maybe provided in Chapter 48-01.2, North Dakota Century Code; and

WHEREAS, Chapter 48-01.2 provides in part that “if a governing body declares an emergency situation, the governing body may contract for the construction of a public improvement without seeking bids”; and

WHEREAS, current projections for the City of Fargo as it pertains to possible 2023 spring flooding is that there is a 5% chance that the 2023 spring flood could reach a level in excess of 38 feet, which level would cause damages to Park District properties and improvements; and

WHEREAS, it will be necessary to provide sandbagging, diking and other protection efforts for purposes of protecting the Park District properties and improvements and the awarding contracts pursuant to the provisions of NDCC 40-49-14 would not provide for the timely protection of Park District assets.

For reasons described above,

BE IT RESOLVED, that the Board of Commissioners of the Park District hereby declares an emergency situation exists as it relates to the 2023 spring flood and, pursuant to Chapter 48-01.2, has determined that the construction of public improvements to effectively to protect current Park District lands or improvements must be arranged for on an as-needed basis without following the bidding and advertisement the requirements of NDCC 48-49-14.

BE IT FURTHER RESOLVED, that the staff of the Park District shall use its best efforts to procure two or more bids from responsive and responsible contractors who will have the ability to provide the services needed by the Park District to protect its lands and improvements and, to the extent the contractor can be responsive, allow the lowest responsible bidder to perform the work required.

BE IT FURTHER RESOLVED, that any and all such contracts entered into under this Declaration of Emergency shall be approved by the Park District’s Executive Director and the President of the Board of Commissioners, or if the President is not otherwise available, the Vice President of the Board of Commissioners.

BE IT FURTHER RESOLVED, that this emergency declaration shall continue through such time as the City of Fargo has determined that the threats of the 2023 spring flood have been alleviated and through the period necessary to remove any public improvements added to Park District property for the purposes of protecting land and other Park District assets.

The above Resolution was adopted at the regular monthly meeting of the Board of Park Commissioners held on April 11, 2023, on motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously adopted.

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Dave Leker  
Clerk