

FACILITIES COMMITTEE MEETING
Wednesday, October 25, 2023; 11:00 a.m.

Fargo Park District Board Room
701 Main Avenue, Fargo

Board Committee Members:
Joe Deutsch, Aaron Hill and Dawn Morgan

AGENDA

1. Fargo Youth Baseball Update; Susan Faus and Alex Sumner, presenters.
2. Review the Red River Trail Memorandum of Understanding Agreement with the City of Fargo and review the Bison Village Trail Memorandum of Understanding Agreement with the City of Fargo; Tony Schmitt, presenter.
3. Permission to apply for a Major League Baseball-Major League Baseball Players Association (MLB-MLBPA) Youth Development Foundation Grant; Tony Schmitt, presenter.
4. Review Addendum related to the Lift Station at North Softball Complex; Dave Bietz, presenter.
5. Review CC's 1st Addition Developer's Agreement; Dave Bietz, presenter.
6. Review Contract for Services between the Fargo Public School District and Fargo Park District for the request to install a Storywalk near Madison Elementary School; Tony Schmitt, presenter.
7. Review Title VI of the Civil Rights Act of 1964; Dave Bietz, presenter.
8. Review bids for the 2024 Winter Tree Pruning; Tony Schmitt, presenter.
9. Review Request to Solicit Bids for 2024 Park District Equipment; Tony Schmitt, presenter.
10. Review Request to Solicit Bids for 2024 Park District Pickups; Tony Schmitt, presenter.
11. Review bids for Cab & Chassis 4x4 Truck 1.5-Ton and Drop Side Truck Dump Body; Tony Schmitt, presenter.
12. Review purchase offer for Robert D. Johnson Building; Susan Faus, presenter.
13. NRPA Conference Update
14. Other

Next Fargo Park Board Meeting: November 14, 2023; 5:30 p.m.
Next Facilities Committee Meeting: November 29, 2023; 11:00 a.m.



MEMORANDUM

DATE: October 19, 2023

TO: Fargo Park Board Facilities Committee

FROM: Susan Faus, Interim Executive Director

RE: Agenda Item No. 1 – Fargo Youth Baseball Update

Background Information

Alex Sumner, President/Chief Executive Officer of Fargo Youth Baseball will present a conceptual plan to partner with Sanford Health in an agreement to build an indoor facility to provide year-round training and games for players in the Fargo area. Fargo Youth Baseball and Sanford Health would enter a partnership to allow boys and girls to train year-round for skill development and push players to Sanford Performance for strength, speed, and agility.

Sanford Health and Fargo Youth Baseball are asking the Fargo Park District to acquire land that would be gifted by Sanford Health and in turn allow Fargo Youth Baseball to build on the site.

Please let me know prior to the meeting if you have any questions.

Thank you.



October 11, 2023

Dear Fargo Parks Facilities Committee,

Sanford Health and Fargo Youth Baseball are in an agreement to build an indoor facility adjacent to the Sanford Sports Complex. The purpose of the indoor facility is to provide year-round training and games for players in the Fargo area. Fargo Youth Baseball and Sanford would enter a partnership to allow boys and girls to train year-round for skill development and to push players to Sanford Performance for strength, speed, and agility.

In 2017 Fargo Little League and Fargo Babe Ruth merged to form Fargo Youth Baseball. During the transition of the merger, Fargo Little League built an indoor facility (the ATTIC). During the time of the indoor facility, Fargo Little League had under 500 players. Once the merger happened and turned into Fargo Youth Baseball, we ended up with close to 1,200 players. With the merger, Fargo Youth Baseball outgrew the ATTIC within the first year. In addition to the formation of Fargo Youth Baseball, we have partnered with the local fastpitch organizations and formed Fargo Area Fastpitch. Within our first year, we had over 250 girls participating in the program, which makes it the largest fastpitch program. Because of the addition of Fastpitch our organization will be going through a name change and will be called Fargo Area Sports. We continue to grow and are asking for assistance with our facilities. With the partnership of our organization, Fargo Park District, and Sanford we have an opportunity to grow our organizations and offer programs for all skill levels.

To make this happen, Sanford and Fargo Youth Baseball are asking the Fargo Park District to acquire land that would be gifted by Sanford Health and in turn allow Fargo Youth Baseball to build on. This would help keep lease agreements consistent and show partnership with Fargo Youth Baseball, Fargo Park District, and Sanford Health with the Sanford Sports Complex located in South Fargo. The plan includes building a roughly 100,000-square-foot structure which includes a dome structure and an attached building for offices and storage. The requested lease with Fargo Youth Baseball would align with the lease that Fargo Park District and Fargo Youth Baseball drafted for the All-Terrain Training Indoor Center (ATTIC).

Enclosed are concept drawings which include the land the facility would be built on and include a concept drawing of the facility. The planning of the facility depends on fundraising with a goal to break ground in the fall of 2024 or spring of 2025. Thank you for your consideration and your continued support and partnership.

Sincerely,

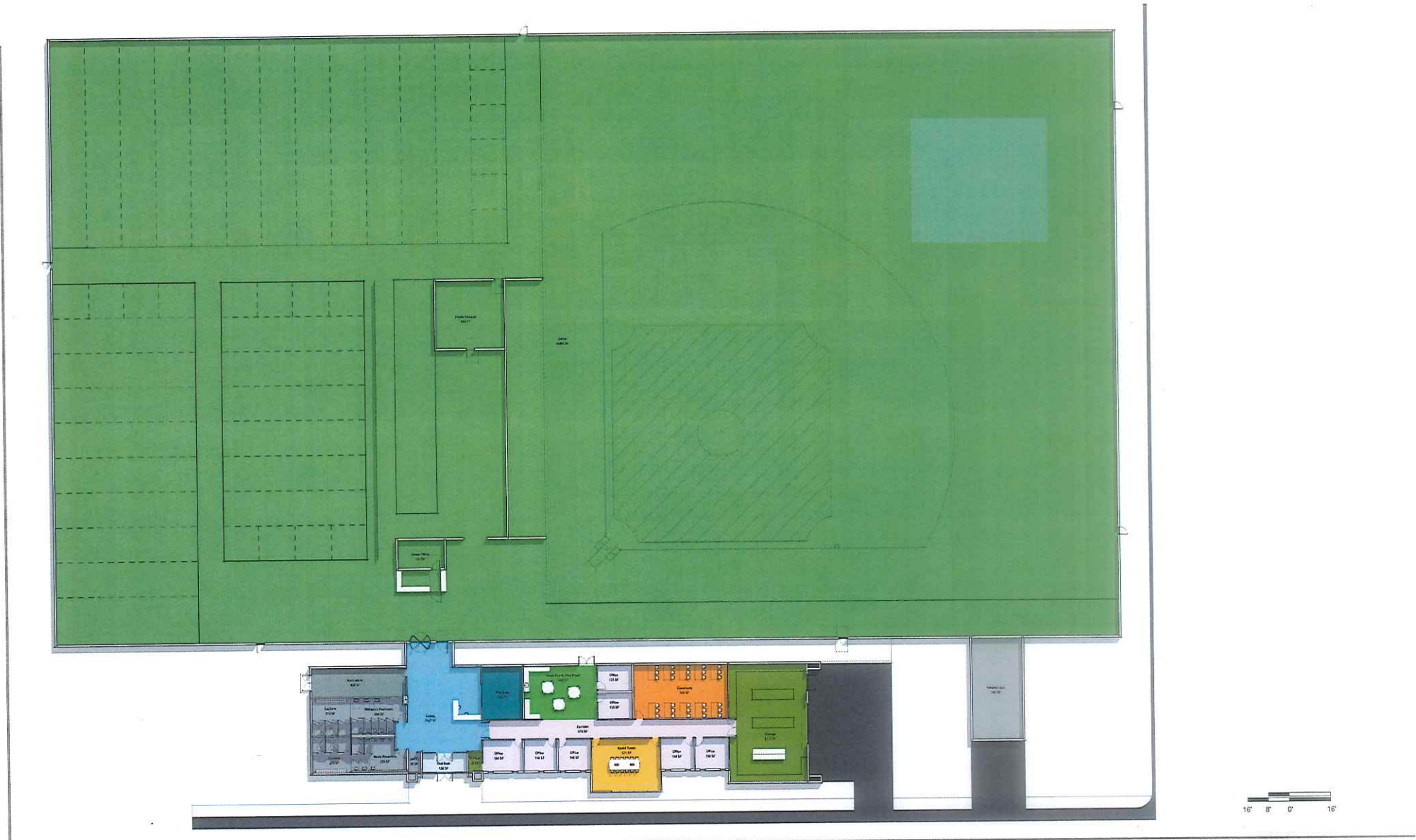
Alex Sumner
President/CEO, Fargo Area Sports

- 1 DOME & MAIN ENTRY BUILDING
- 2 PARKING LOT
- 3 POTENTIAL FUTURE BALL FIELDS



SITE PLAN





23-0022 - Fargo Youth
 Baseball
 Fargo, ND
 09.07.2023

Floor Plan





MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 2 – Review the Red River Trail Memorandum of Understanding Agreement with the City of Fargo and Review the Bison Village Trail Memorandum of Understanding with the City of Fargo

The City of Fargo is planning to construct segments of two shared use paths in 2024 as part of the overall City of Fargo pedestrian transportation system plan. The two segments will be a portion of the Red River Trail from River Drive South to Harwood Drive South and the Bison Village Trail, 32nd Avenue North to 36th Avenue North. The City of Fargo and the Fargo Park District both own parcels on which the shared use path and other amenities will be constructed. The City of Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment and pedestrian benches. The parties would agree to share in the responsibility of construction, maintenance, inspection, and repair of the shared use path and amenities. Attached please find Memorandum Understanding Agreements, between the City of Fargo and Fargo Park District.

The local cost share will be split between the Park District and the City of Fargo for both projects. The Park District budgeted \$160,000.00 for the Red River Trail and \$83,500.00 for the Bison Village Trail for development in the 2024 park district capital improvements budget. The Fargo Park District also has \$85,000.00 from the Bison Village developer for this project. The City of Fargo received federal funding from the Federal Highway Administration (FHWA) for the remaining costs of the two projects.

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Susan Faus, Interim Executive Director
PARK COMMISSIONERS – Vicki Dawson * Joe Deutsch * Aaron Hill * Dawn Morgan * Jerry Rostad
Clerk-Jeff Gunkelman

MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 701 Main Avenue, Fargo, North Dakota 58103 (the "Park District").

WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

WHEREAS, Fargo is planning to construct a shared use path as part of the overall City pedestrian transportation system, as shown in Exhibit "A" attached hereto; and

WHEREAS, Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment, and pedestrian benches; and

WHEREAS, the parties have agreed to share in the responsibility of construction, maintenance, inspection, and repair of the shared use path and amenities, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. Fargo and the Park District both own parcels on which the shared use path and other amenities will be constructed, and shall retain such ownership without regard to maintenance responsibilities. The parties understand and agree that the primary use of the property is for flood control, and such purpose shall not be impaired or impeded by any provisions herein.

2. Access. Fargo hereby grants Park District access to the portions of the shared use path and amenities located upon Fargo's property for ingress and egress, and for purposes of maintenance, repairs, and construction, as necessary to carry out the terms of this Agreement. Park District hereby grants unto Fargo unimpeded access to the shared use path and installed amenities for whatever purpose deemed necessary by Fargo, including patrol, emergency access, and truck access, as necessary.

3. Construction.

- a. Fargo shall be solely responsible for the construction of the shared use path and all agreed upon amenities, including but not limited to vegetation establishment, and pedestrian benches.

- b. Fargo shall be responsible for any levee construction, maintenance and reconstruction, as determined necessary in Fargo's sole discretion.
- c. Park District grants Fargo permission to construct the shared use path and amenities on property owned by Park District within the project area, have access to those properties for purposes of construction, and as necessary in the future for flood patrol, emergency access, and truck access, as necessary.

4. Park District General Maintenance. Park District shall be responsible for the repair and maintenance of all amenities and improvements placed by Fargo for the proposed path and its connections as shown in Exhibit "A" attached hereto, as well as path pavement maintenance and repair (which shall not include maintenance or repair to the existing adjacent sidewalks along Hackberry Drive South), and snow and debris removal, as necessary, EXCEPT that in the event the shared use trail or vegetation constructed by Fargo are damaged as a result of Fargo's construction, maintenance or reconstruction, Fargo shall repair the same, at Fargo's cost. Park District understands and agrees that it may not construct any permanent structures on the Property, make any modifications to the levees, or plant any trees on Fargo property, or plant any trees within 15-feet of the toe of the levee, unless otherwise agreed to in writing signed by both parties. Fargo and Park District understand and agree that any work to be completed pursuant to this Agreement that may disrupt Park District use of the property shall be coordinated between the parties so as to minimize impacts, to the extent possible.

- a. Park District shall be responsible for tree and vegetation replacement following Fargo's initial installation, at Park District's sole cost.
- b. Park District shall be responsible for mowing a 10-foot buffer on each side of the proposed path and its connections, and all weed control within this area. All Fargo owned property outside this area remains the responsibility of Fargo to mow and provide weed control. All Park District owned property remains the responsibility of Park District to mow and provide weed control.
- c. Park District understands and agrees that any work completed by Park District may not impact Fargo's flood control system without prior written consent of Fargo.

5. Dispute Resolution.

- a. Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.

- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

6. Term. The term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement, at least 180 days' Notice prior to expiration of the current term shall be given to the other party. The parties may agree in writing to terminate this Agreement prior to expiration of the initial term or any renewal term. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo's written consent.

7. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this MOU and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.

8. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo
ATTN: Finance Director
701 Main Avenue
Fargo, ND 58103

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

9. Time is of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

10. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the shared use path construction and operation, maintenance, and flood control system.

11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in 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.

12. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.

13. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.

14. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

15. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

16. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

17. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

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

(Signatures appear on the following pages)

Dated this _____ day of _____, 2023

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By:

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this _____ day of _____, 2023

Park District of the City of Fargo

Joe Deutsch, President

ATTEST:

Jeff Gunkelman, Clerk

SHARED USE PATH DESIGN DATA				
Traffic	Average Daily			
Current N/A	Pass: N/A	Trucks: N/A	Total: N/A	
Forecast N/A	Pass: N/A	Trucks: N/A	Total: N/A	
Clear Zone Distance: 2 FT		Design Speed: 20 MPH		
Minimum Sight Dist. for Stopping: N/A		Bridges: N/A		
Sight Dist. for No Passing Zone: N/A				
Pavement Design Life: N/A				

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	TAU-8-984(174)	23778	1	1

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

TAU-8-984(174)
SN-23-B0
CASS COUNTY
RIVER DR TRAIL
SOUTH OF 35TH AVE S TO HARWOOD DR S
GRADING AND SHARED USE PATH

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	4/1/2023
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
TAU-8-984(174)	0.448	0.448

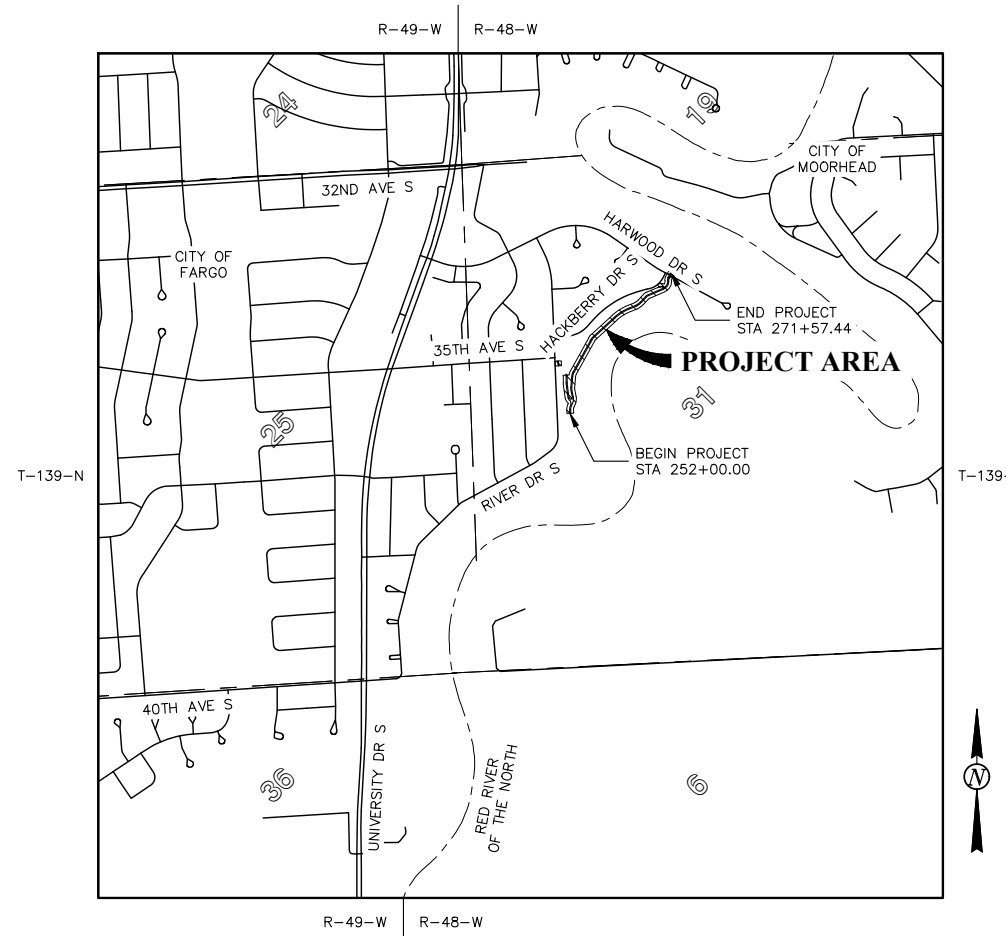
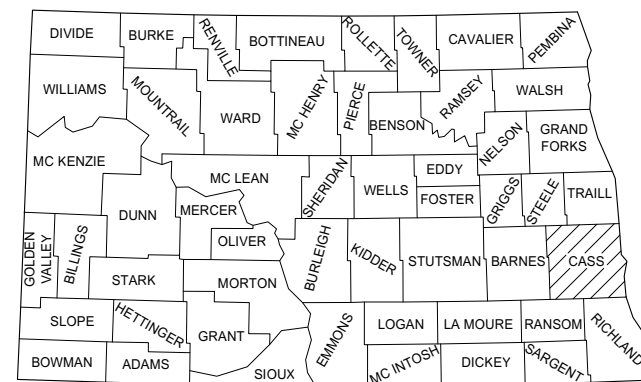


EXHIBIT A



Proj. No. 6059-0205
Houston
Engineering Inc.
Ph: 701.237.5065



STATE COUNTY MAP

DESIGNERS
GUNNER COWING

APPROVED DATE _____

FARGO
CITY ENGINEER

I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of ND.

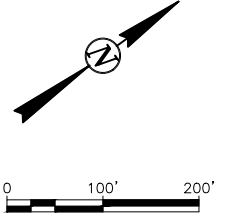
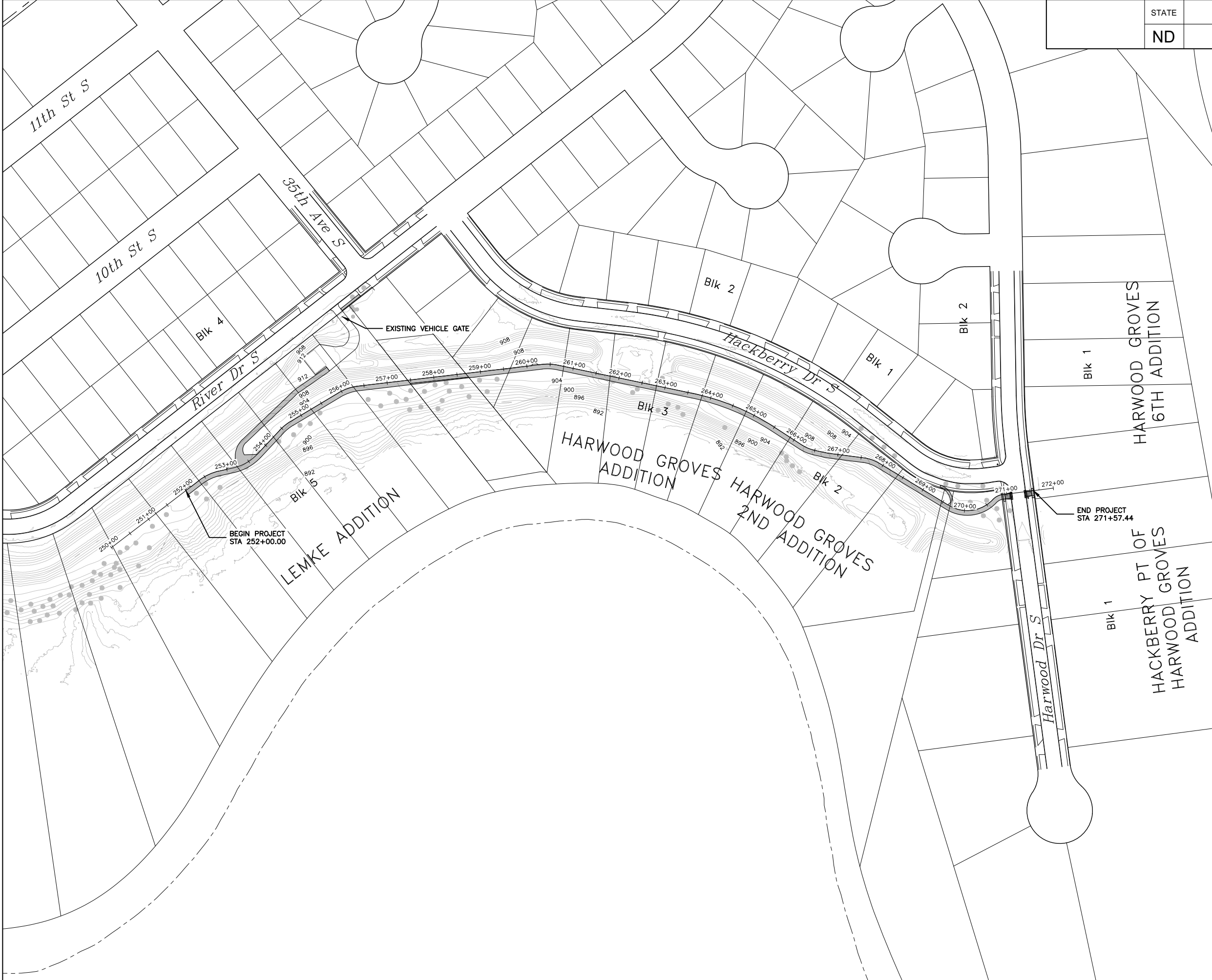
APPROVED DATE 8/9/2023

HOUSTON ENGINEERING INC



08/07/23 10:20:29AM H:\IBN\6000\6059\Multi-Project RFP\CAD\Plans\Phase 1\001-COVER.dwg

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TAU-8-984(174)	4	1



- LEGEND:**
- SIDEWALK CONCRETE 5IN (ON 2" BASE)
 - SIDEWALK CONCRETE 6IN (ON 2" BASE)


EXHIBIT A CONTINUED

08/17/23 07:30:29AM H:\JBN\6000\6059\6059_0205 Multi-Project RFP\CAD\Plans\Phase 1\004-SCOPE OF WORK.dwg


 THE CITY OF
Fargo
 FAR MORE


 Proj. No. 6059-0205
Houston
 Engineering Inc.
 Ph: 701.237.5065

ALL ELEVATIONS ARE BASED ON
 THE U.S.G.S. VERTICAL DATUM OF 1988.
 (UNLESS NOTED OTHERWISE)



REGISTERED PROFESSIONAL ENGINEER
 ADAM M.
 RUKD
 PE-10407
 DATE
 NORTH DAKOTA
 8/17/2023

Scope of Work

River Dr Trail

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WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

WHEREAS, Fargo is planning to construct a shared use path as part of the overall City pedestrian transportation system, as shown in Exhibit "A" attached hereto; and

WHEREAS, Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment and culverts; and

WHEREAS, the parties have agreed to share in the responsibility of construction, maintenance, inspection, and repair of the shared use path and amenities, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. Fargo and the Park District both own parcels, and/or have been granted easements, upon which the shared use path and other amenities will be constructed, and shall retain such ownership and easement rights without regard to maintenance responsibilities.

2. Access. Fargo hereby grants Park District access to the portions of the shared use path and amenities located upon Fargo's property for ingress and egress, and for purposes of maintenance, repairs, and construction, as necessary to carry out the terms of this Agreement. Park District hereby grants unto Fargo unimpeded access to the shared use path and installed amenities, subject to any existing easements, for whatever purpose deemed necessary by Fargo, including patrol, emergency access, , and truck access, as necessary.

3. Construction.

- a. Fargo shall be solely responsible for the construction of the shared use path and all agreed upon amenities, including but not limited to vegetation establishment, and culverts.
- b. Fargo shall be responsible for any temporary levee construction, maintenance and reconstruction on Fargo owned property, as determined necessary in Fargo's sole discretion.

the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

6. Term. The term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement, at least 180 days' Notice prior to expiration of the current term shall be given to the other party. The parties may agree in writing to terminate this Agreement prior to expiration of the initial term or any renewal term. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo's written consent.

7. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this MOU and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.

8. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

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Fargo City Hall
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Fargo, ND 58102

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Fargo, ND 58103

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11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in 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.

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(Signatures appear on the following pages)

Dated this _____ day of _____, 2023

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By:

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this _____ day of _____, 2023

Park District of the City of Fargo

Joe Deutsch, President

ATTEST:

Jeff Gunkelman, Clerk

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

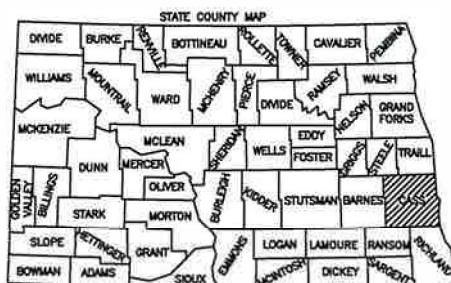
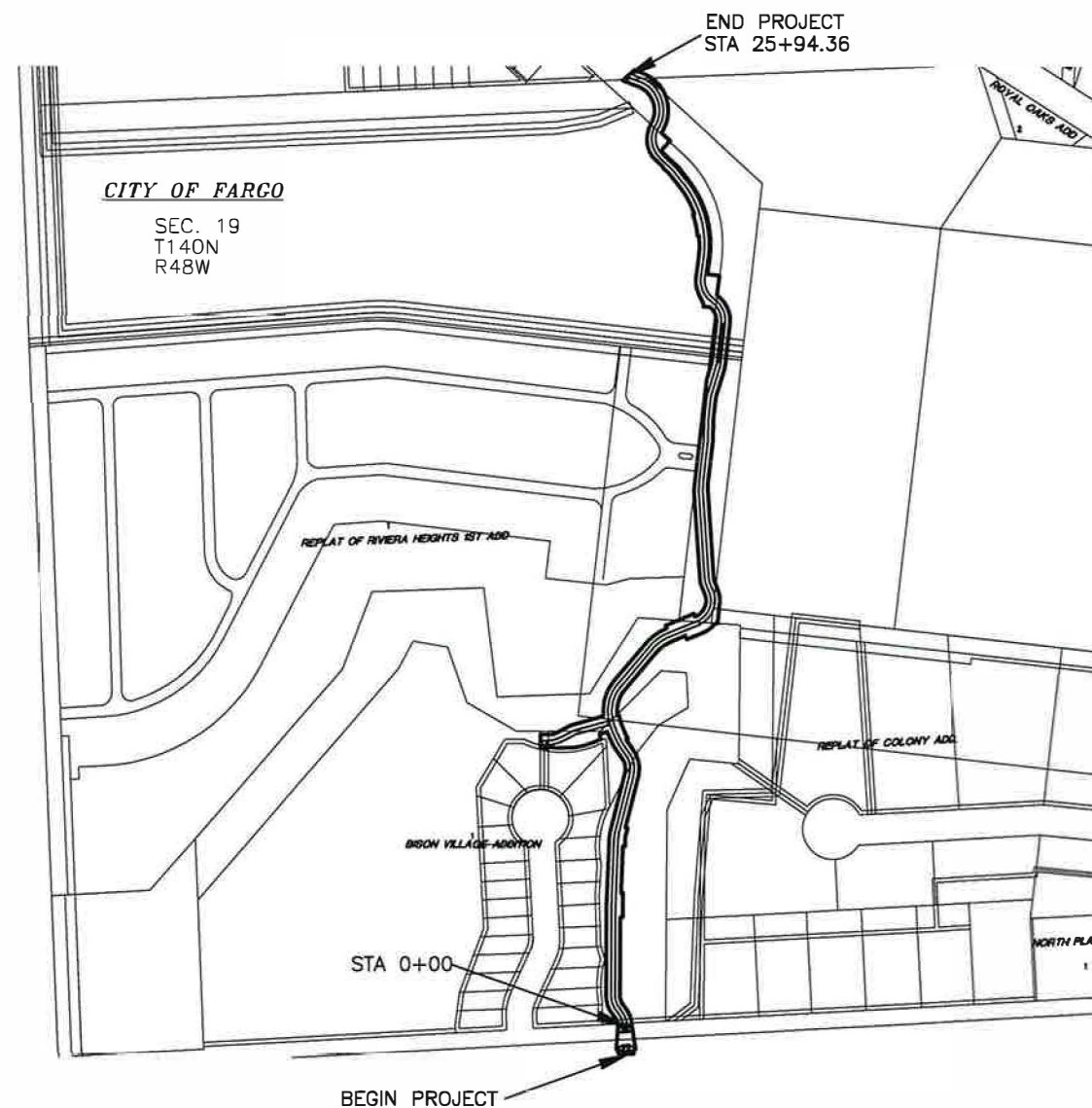
NDDOT PROJECT NO. TAU-8-984(172)
CITY OF FARGO PROJECT NO. SN-23-A1
CASS COUNTY
BISON VILLAGE/10TH ST N
32ND AVE TO 36TH AVE N
SHARED USE PATH & INCIDENTALS

2023

STATE	PROJECT NUMBER	PCN	SECTION NO.	SHEET NO.
ND	TAU-8-984(172)	23238	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	04/01/2023
Supplemental Specifications	None

PROJECT NUMBER / DESCRIPTION	NET MILES	GROSS MILES
TAU-8-984(172) / SHARED USE PATH	0.54	0.54



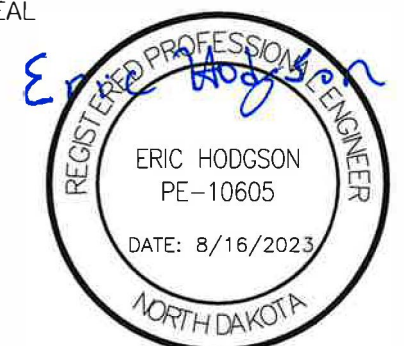
08/15/23 03:00:41 PM I:\Engineering\Projects\Current\SN-23-A1 (Bison Village)\Plans&Specs\SN-23-A1_Layout.dwg

EXHIBIT A



APPROVAL SIGNATURES

City Engineer	Certification
<i>T. Cole</i> Signature	I hereby certify that the attached plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of North Dakota.
8/17/23 Date	<i>Eric Hodgson</i> Signature
Division Engineer	8/16/2023 Date
<i>Ann Toland</i> Signature	<i>Eric Hodgson</i> Signature
Project Engineer/Manager	8/16/2023 Date
<i>Eric Hodgson</i> Signature	8-17-23 Date
Traffic Control Engineer	Erosion & Sediment Control Engineer
<i>[Signature]</i> Signature	<i>[Signature]</i> Signature
8/17/23 Date	8/17/23 Date



STATE	PROJECT NUMBER	SECTION NO.	SHEET NO.
ND	TAU-8-984(172)	4	1



N.T.S.

- PROP SIDEWALK/ADA/IMPRINTED CONCRETE
- TREE REMOVAL AREA
- REMOVE TREE

EXHIBIT A CONTINUED

ALL ELEVATIONS ARE BASED ON
NAVD 88 DATUM (PRE-GEOD18).
(UNLESS NOTED OTHERWISE)

REVISIONS		
③	②	①

SEAL

REGISTERED PROFESSIONAL ENGINEER
ERIC HODGSON
PE-10605
DATE: 8/16/2023
NORTH DAKOTA

Overall Layout	
SHARED USE PATH & INCIDENTALS	
CITY OF FARGO Project SN-23-A1	
DESIGN BY: EBH	CHECKED BY: EBH
DRAWN BY: MJB	ORIG DATE: Aug 2023



08/16/23 03:01:40PM T:\Engineering\Projects\Current\SN-23-A1 (Bison Village)\Plans&Specs\SN-23-A1_Layout.dwg



MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 3 – Permission to apply for a Major League Baseball-Major League Baseball Players Association (MLB-MLBPA) Youth Development Foundation Grant

Staff is requesting permission to apply for a Major League Baseball-Major League Baseball Players Association (MLB-MLBPA) Youth Development Foundation Grant. The Foundation makes grants available to organizations in the United States and Internationally to increase participation and expand access to youth baseball and softball. The Foundation accepts applications on a rolling basis throughout the year. Applications are reviewed within 60 days of submission. The Fargo Park District is planning to apply for a grant award of up to \$300,000.00 to match capital funds that are budgeted in 2024 for a field lighting project and a softball field dugout upgrade with new players benches at the Anderson/Tharaldson Complex. If the grant is received, the funds would supplement the field lighting project, dugout upgrade, and allow for the improvement of four bullpen areas at two fields with portable pitching mounds and new bullpen home plate areas. We feel these upgrades to the Anderson/Tharaldson Complex would improve the overall player experience and be an essential reinvestment in our community. See attach photos.

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Anderson Bullpen 1



Anderson Bullpen 2



Anderson Dugout 1



Anderson Dugout 2



New Dugout





MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 4 – Review Addendum related to the Lift Station at North Softball Complex

Jim Hausauer, Water Reclamation Utility Director, presented the attached Second Addendum to the Agreement between the City of Fargo, Cass Rural Water Users District (CRWUD), and the Fargo Park District to the City of Fargo Utility Committee on October 4, 2023. The Utility Committee voted to approve the Second Addendum. The parties entered into an agreement dated March 12, 2014. The agreement provides, in part, that the City is leasing land it owns to the Park District, described as "New Softball Land". The Park District has installed a sanitary lift station to serve the North Softball Complex. The City of Fargo and Park District entered into a First Addendum to the Agreement dated November 11, 2014, which they amended the Agreement to insert a new paragraph 5 relating to the operation, maintenance, and repair of the sanitary lift stations. It also provides that the City of Fargo is responsible for the regular operation and maintenance of the sanitary lift station not to exceed \$5,000 annually and the Park District is responsible to cover any amount above the \$5,000 cap on annual basis. The parties agree that the sanitary lift station is located on land owned by the City of Fargo. The parties desire that the City of Fargo be responsible for all the operation and maintenance of the sanitary lift station as the owner of said sanitary lift station.

The Agreement as amended by the First Addendum is further amended to include a new paragraph 5, as follows:

5. Fargo is the owner of the "Park District lift station." Fargo shall be responsible for the operation and maintenance of the Park District Lift Station. Fargo is responsible for any capital improvements, as well as major repairs to its lift station including, but not limited to, replacement of pumps and valves. The Park District has no ownership of the Park District lift station and has no responsibility for its operation and maintenance. The parties agree to execute any additional documents needed in the future to make clear that Fargo is the sole owner of the Park District lift station.

The Agreement has been reviewed by the Park District Counsel and staff. We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

SECOND ADDENDUM TO AGREEMENT
(City of Fargo, Fargo Park District, Cass Rural Water User District)

THIS SECOND ADDENDUM TO AGREEMENT is made and entered into this _____ day of November, 2023, by and between the City of Fargo, a North Dakota municipal corporation, hereinafter “Fargo”, Cass Rural Water User District, a political subdivision of the state of North Dakota, whose address is P.O. Box 98, 131 Maple Street, Kindred, North Dakota 58501, and the Park District of the City of Fargo, a political subdivision of the state of North Dakota, hereinafter “Park District”.

WHEREAS, the parties entered into an agreement dated March 12, 2014 (“Agreement”); and,

WHEREAS, the Agreement provides, in part, that the City is leasing land it owns to the Park District described as “New Softball Land” in the Agreement;

WHEREAS, Park District has installed a sanitary lift station to serve the New Softball Land;

WHEREAS, the Fargo and Park District entered into a First Addendum to Agreement dated November 11, 2014, in which they amended the Agreement to insert a new paragraph 5 which related to the operation, maintenance, and repair of the sanitary lift station;

WHEREAS, the First Addendum provides that Fargo is responsible for the regular operation and maintenance of the lift station not to exceed \$5,000 annually and the Park District is responsible to cover any amount above the \$5,000 cap on an annual basis.

WHEREAS, the parties agree the sanitary lift station should be and in fact is owned by Fargo. The parties agree the sanitary lift station is located on land which is owned by Fargo.

WHEREAS, the parties desire that Fargo be responsible for all of the operation and maintenance of the lift station as it is the owner of said lift station.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Agreement as amended by the First Addendum is hereby further amended as follows:

Section One. Paragraph 5 of the Sewer Agreement shall be deleted and replaced with the following language, to read as follows:

5. Fargo is the owner of the “Park District lift station.” Fargo shall be responsible for the operation and maintenance of the Park District Lift Station. Fargo is responsible for any capital improvements, as well as major repairs to its lift station including, but not limited to, replacement of pumps and valves. The Park District has no ownership of the Park District lift station and has no responsibility for its operation and maintenance. The parties agree to execute

any additional documents needed in the future to make clear that Fargo is the sole owner of the Park District lift station.

Section Two. Except as set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to Agreement the day and year last executed below.

CITY OF FARGO,
a North Dakota Municipal Corporation

By: _____
Dr. Timothy J. Mahoney, Mayor

Date: _____

ATTEST:

Steve Sprague, City Auditor

CASS RURAL WATER USERS
DISTRICT

By: 
Jerry Blomeke, Manager

Date: 10/09/2023

PARK DISTRICT OF THE CITY OF
FARGO, a North Dakota political
subdivision

By: _____
Joe Deutsch, President

Date: _____



MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 5– Review CC’s 1st Addition Developer’s Agreement

As part of the CC’s 1st Addition Developer’s Agreement between KLC Holding, LLC (Developer) and the Fargo Park District of the City of Fargo (Park District), the Developer owns 28.48 acres of property located within the City of Fargo. After working with the Park District, the Developer has requested to provide a cash payment in lieu of land for a park dedication. This is because the Developer’s Property is not of sufficient size to commit property to a park and the Developer’s Property’s proximity to Cottagewood Park. The cash in lieu payment will be used for construction and improvements in the adjacent Cottagewood Park. The Developer has agreed to pay to the Park District a payment in lieu of dedicating a specific park area within the Developer’s Property in the amount of \$174,941.25. The attached Developer’s Agreement outlines in detail the terms and conditions.

The Fargo Park District Attorney, Jeff Gunkelman, has reviewed the Developer’s Agreement.

We are asking the Committee to review and move the consideration for approval to the full board.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

PAYMENT IN LIEU OF PARK AGREEMENT
CC'S FIRST ADDITION

This Park Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, by and between KLC Holding LLC, whose post office address is 4609 33RD AVE S STE 400, Fargo, ND ("Developer"), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota 58103 ("Park District").

Preliminary Statements

Developer is the owner of a 28.48 acres, more or less, tract of real property located in the City of Fargo, Cass County, North Dakota (the "Developer Property"), specifically described below and delineated on the plat/survey attached as Exhibit "A".

PLAT BOUNDARY DESCRIPTION:

That part of the Southeast Quarter of Section 34, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at a found iron monument which designates the northeast corner of FITZSIMONDS ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, said Cass County; thence South 88 degrees 01 minute 46 seconds West on a record bearing along the northerly line of said FITZSIMONDS ADDITION for a distance of 403.10 feet; thence North 01 degree 58 minutes 14 seconds West continuing along said northerly line for a distance of 80.00 feet; thence South 88 degrees 01 minute 46 seconds West continuing along said northerly line and the westerly extension thereof for a distance of 749.00 feet to the easterly line of a tract described in Document No. 1224211, on file and of record in the office of said Recorder; thence North 01 degree 58 minutes 14 seconds West along the easterly line of said tract for a distance of 433.80 feet; thence northeasterly, continuing along the easterly line of said tract and on a tangential curve concave to the southeast, having a radius of 450.00 feet and a central angle of 88 degrees 57 minutes 20 seconds for an arc distance of 698.66 feet; thence North 86 degrees 59 minutes 06 seconds East continuing along the easterly line of said tract for a distance of 567.57 feet; thence northerly, continuing along the easterly line of said tract and on tangential curve to the northwest, having a radius of 450.00 feet and a central angle of 59 degrees 42 minutes 26 seconds for an arc distance of 468.94 feet to the westerly right of way line of Interstate Highway No. 29; thence South 04 degrees 19 minutes 15 seconds East along said right of way line for a distance of 722.10 feet; thence South 85 degrees 35 minutes 32 seconds West continuing along said right of way line for a distance of 40.50 feet; thence South 04 degrees 19 minutes 15 seconds East continuing along said right of way line for a distance of 143.36 feet; thence South 33 degrees 03 minutes 04 seconds West continuing along said right of way line for a distance of 412.33 feet to the point of beginning.

Said tract of land contains 28.48 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Agreement

NOW, THEREFORE, in consideration of the above preliminary statements, the terms, and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Agreement. This Agreement shall not constitute a partnership or a joint venture by and between the Developer and Park District. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Developer Property.
2. Payment in Lieu of Park. In light of the fact that the Developer's Property is not of sufficient size to commit property within the Developer's Property for a park, The Developer shall provide a cash payment in lieu of dedicating a specific park area within the Developer Property. The payment in lieu of dedicated a specific park area be used by the Park District for the construction and improvements of nearby parks in Cottagewood Park.

The Developer agrees to pay to the Park District a payment in lieu of dedicating a specific park area within the Developer's Property in the amount of \$174,941.25. The \$174,941.25 payment will be paid upon the earlier of: (1) the first building permit being issued by the City of Fargo within the Developer Property; or (2) December 31, 2024.

3. Trails. The Developer shall provide the trail connections to 38th Street South to connect to the existing trail. These connections shall be made at the intersections of Alexander Drive, and 50th Avenue South.
4. Open Records. It specifically understood and agreed in this regard that Park District is a public body under North Dakota law and thus is subject to the open records and open meeting laws.
5. General Provisions.
 - a. This Agreement, together with the other surveys, plans and specifications that have been reviewed by the parties or later to be provided pursuant to this Agreement and the attachments hereto, contain the entire agreement among the parties respecting the matters herein set forth and supersede all prior discussions with respect to such matters.

- b. This Agreement shall be binding upon and inure to the benefit of all the parties and their respective successors and assigns.
- c. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.
- d. This Agreement may be modified only by a written document signed by all parties. A purported oral modification shall not be effective.

DEVELOPER
KLC Holding LLC

PARK DISTRICT:
THE PARK DISTRICT OF THE
CITY OF FARGO

By _____
Its _____

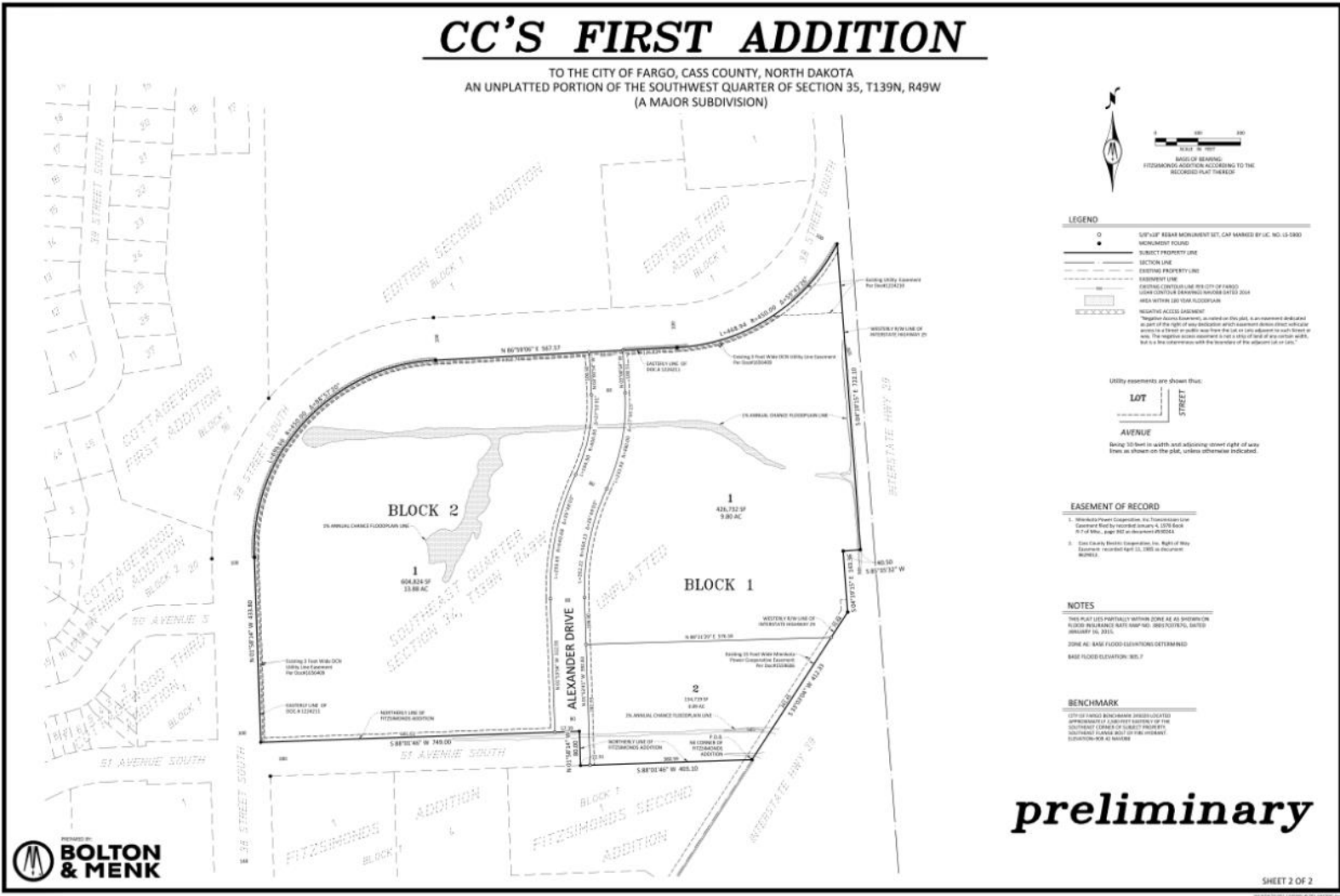
By _____
Joe Deutsch, President

By _____
Its _____

By _____
Jeff Gunkelman, Clerk

CC'S FIRST ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
AN UNPLATTED PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, T139N, R49W
(A MAJOR SUBDIVISION)



- LEGEND**
- SURVEY BEAR MONUMENT SET, CAP MARKED BY U.C. NO. 18-5883
 - MONUMENT FOUND
 - SUBJECT PROPERTY LINE
 - SECTION LINE
 - - - EXISTING PROPERTY LINE
 - - - EASEMENT LINE
 - - - EXISTING CONTROL LINE BY CITY OF FARGO
 - - - UTM CONTROL BENCHMARK NUMBER 18122 2004
 - ▭ AREA WITHIN 100-YEAR FLOODPLAIN

NEGATIVE ACCESS EASEMENT
Negative Access Easement, as shown on this plat, is an easement indicated by light gray shading. It is an easement that allows a person to cross another person's land to reach a point on the subject property. It is not a right of way and is not subject to such laws as the Uniform Easement Act, which is a part of the Uniform Easement Act, but it is a determination with the boundary of the adjacent lot or lots.

Utility easements are shown thus:

LOT

STREET

AVENUE

Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

EASEMENT OF RECORD

- Minot Electric Cooperative, Inc. Transmission Line Corridor Easement, as shown on plat 18-5883, 18-5884, 18-5885, 18-5886, 18-5887, 18-5888, 18-5889, 18-5890, 18-5891, 18-5892, 18-5893, 18-5894, 18-5895, 18-5896, 18-5897, 18-5898, 18-5899, 18-5900, 18-5901, 18-5902, 18-5903, 18-5904, 18-5905, 18-5906, 18-5907, 18-5908, 18-5909, 18-5910, 18-5911, 18-5912, 18-5913, 18-5914, 18-5915, 18-5916, 18-5917, 18-5918, 18-5919, 18-5920, 18-5921, 18-5922, 18-5923, 18-5924, 18-5925, 18-5926, 18-5927, 18-5928, 18-5929, 18-5930, 18-5931, 18-5932, 18-5933, 18-5934, 18-5935, 18-5936, 18-5937, 18-5938, 18-5939, 18-5940, 18-5941, 18-5942, 18-5943, 18-5944, 18-5945, 18-5946, 18-5947, 18-5948, 18-5949, 18-5950, 18-5951, 18-5952, 18-5953, 18-5954, 18-5955, 18-5956, 18-5957, 18-5958, 18-5959, 18-5960, 18-5961, 18-5962, 18-5963, 18-5964, 18-5965, 18-5966, 18-5967, 18-5968, 18-5969, 18-5970, 18-5971, 18-5972, 18-5973, 18-5974, 18-5975, 18-5976, 18-5977, 18-5978, 18-5979, 18-5980, 18-5981, 18-5982, 18-5983, 18-5984, 18-5985, 18-5986, 18-5987, 18-5988, 18-5989, 18-5990, 18-5991, 18-5992, 18-5993, 18-5994, 18-5995, 18-5996, 18-5997, 18-5998, 18-5999, 18-6000.
- City of Fargo Electric Cooperative, Inc. Right of Way Easement, as shown on plat 18-5883, 18-5884, 18-5885, 18-5886, 18-5887, 18-5888, 18-5889, 18-5890, 18-5891, 18-5892, 18-5893, 18-5894, 18-5895, 18-5896, 18-5897, 18-5898, 18-5899, 18-5900, 18-5901, 18-5902, 18-5903, 18-5904, 18-5905, 18-5906, 18-5907, 18-5908, 18-5909, 18-5910, 18-5911, 18-5912, 18-5913, 18-5914, 18-5915, 18-5916, 18-5917, 18-5918, 18-5919, 18-5920, 18-5921, 18-5922, 18-5923, 18-5924, 18-5925, 18-5926, 18-5927, 18-5928, 18-5929, 18-5930, 18-5931, 18-5932, 18-5933, 18-5934, 18-5935, 18-5936, 18-5937, 18-5938, 18-5939, 18-5940, 18-5941, 18-5942, 18-5943, 18-5944, 18-5945, 18-5946, 18-5947, 18-5948, 18-5949, 18-5950, 18-5951, 18-5952, 18-5953, 18-5954, 18-5955, 18-5956, 18-5957, 18-5958, 18-5959, 18-5960, 18-5961, 18-5962, 18-5963, 18-5964, 18-5965, 18-5966, 18-5967, 18-5968, 18-5969, 18-5970, 18-5971, 18-5972, 18-5973, 18-5974, 18-5975, 18-5976, 18-5977, 18-5978, 18-5979, 18-5980, 18-5981, 18-5982, 18-5983, 18-5984, 18-5985, 18-5986, 18-5987, 18-5988, 18-5989, 18-5990, 18-5991, 18-5992, 18-5993, 18-5994, 18-5995, 18-5996, 18-5997, 18-5998, 18-5999, 18-6000.

NOTES

THIS PLAT LIES PARTIALLY WITHIN ZONE AE AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 0802/0202L, DATED 08/01/10, 2015.
ZONE AE: BASE FLOOD ELEVATIONS DETERMINED
BASE FLOOD ELEVATION: 565.7

BENCHMARK

CITY OF FARGO BENCHMARK DISCONTINUED APPROXIMATELY 2 MONTHS BEFORE THE SOUTHWEST QUARTER OF SECTION 35, T139N, R49W, NORTH DAKOTA, WAS RECORDED. ELEVATION FOR AS SHOWN.

preliminary





MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 6 – Review Contract for Services between Fargo Public School District and Fargo Park District for the request to install a Storywalk near Madison Elementary School

The Fargo Public School District has requested to create a “Storywalk” near Madison Elementary School where members of the public can engage in educational experience while enjoying Park amenities. In exchange for the Park District providing use of the physical space, the Fargo Public School District will provide all the materials required for the story boards. The parties will mutually agree on the location of the story boards. See attached Contract for Services between the Fargo Public School District and the Fargo Park District which outlines the details. Also attached are the post specifications for installation.

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

**FARGO PUBLIC SCHOOL DISTRICT
CONTRACT FOR SERVICES**

I. PARTIES

The parties to this facility use agreement (“Agreement”) are Fargo Public School District (“District”) and Fargo Park District (“Park”), each individually referred to as a “Party” and collectively referred to as “Parties.”

II. SCOPE OF THE AGREEMENT

The purpose of this Agreement is to create a “Storywalk” near Madison Elementary School where members of the public can engage in an educational experience while enjoying Park amenities. In exchange for Park providing use of the physical space, the District will provide all materials required for the story boards. The Parties will mutually agree on the location of all story boards.

District shall be responsible for all maintenance and repairs to the Storywalk during the term of this Agreement. District shall be responsible for removing the Storywalk upon the termination of this Agreement, whether under Section III or Section IV.

III. TERM OF THE AGREEMENT

The term of this Agreement (Term) shall commence upon signature of both parties and terminate on June 30, 2025.

IV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice.

V. INDEMNIFICATION

Each Party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys’ fees which may in any manner result from or arise out of this Agreement.

VI. INSURANCE

Each Party shall secure and keep in force during the Term of this Agreement from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability insurance with minimum limits of \$250,000 per person and \$1,000,000 per occurrence.

VII. NOTICES

All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

	PARK	DISTRICT
Name:	Dave Bietz	Jackie Gapp
Title:	Deputy Director of Operations	Business Manager
Address:	701 Main Ave	700 7 th Street South
City, State, Zip:	Fargo, ND 58103	Fargo, ND 58103

VIII. INDEPENDENT ENTITY

The Parties are independent entities under this Agreement and neither Party is an employee of the other for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act.

IX. ASSIGNMENT

Neither Party may assign or otherwise transfer or delegate any right or duty without the other Party's express written consent.

X. SPOILIATION - PRESERVATION OF EVIDENCE

PARK shall promptly notify District of all potential claims that arise or result from this Agreement. PARK shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to District the opportunity to review and inspect such evidence, including the scene of an accident.

XI. MERGER AND MODIFICATION

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

XII. SEVERABILITY

If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

XIII. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Cass County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non convenience*.

XIV. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties. If no start date is specified in the Term of Agreement the most recent date of the signatures of the parties shall be deemed the Effective Date.

**FARGO PUBLIC SCHOOL
DISTRICT**

**FARGO PARK DISTRICT OF
THE CITY OF FARGO**

Signature: _____


Signature: _____

By: Jackie Gapp, CPA, SFO
Its: Business Manager

By: Dave Bietz, CPRP
Its: Deputy Director of Operations

Date: _____

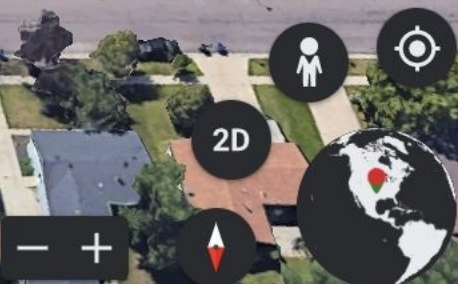
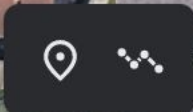
Date: _____



Madison Elementa... ✕
Madison Elementary S...
46.89°N, 96.83°W

Madison Elementary School

Fargo Public School
District No 1
Temporarily closed





MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 7 – Review Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 ensures that no person in the United States shall, on the grounds of race, color, or national origin, to be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, including sex, age, disability, low-income, or LEP discrimination, under any program or activity for which the recipient receives Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the board, institutional-wide scope and coverage of these non-discrimination statues and requirements to include all programs and activities of the recipient, if any portion of the program is Federally assisted.

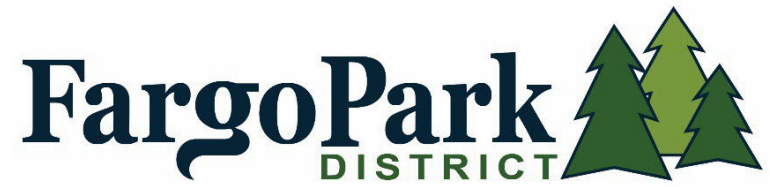
The Fargo Park District of the City of Fargo is a Federally recognized municipal subdivision of the State of North Dakota. It is the policy of the district to ensure compliance with the Title VI of the Civil Rights Act of 1964 and all related statutes or regulation in all programs and activities. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration. The Title VI Coordinator is Susan, Faus, Interim Executive Director, and the Title VI Specialist is Tony Schmitt, Park Director.

Staff is requesting to adopt a policy for compliance of the Title VI of the Civil Rights Act of 1964. Its purpose is to ensure fair treatment to all people, specifically in regard to race, color, sex, age, national origin, disability/handicap, and income status. Adopting a policy will also allow the park district to continue applying for grant opportunities that come from federal funding as having an adopted Title VI policy is a requirement to receive federal dollars. See attached documentation for review and consideration.

We are asking the Committee to review the Title VI process and move the consideration for approval to the full board as a Fargo Park District policy.

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

Susan Faus, Interim Executive Director
PARK COMMISSIONERS – Vicki Dawson * Joe Deutsch * Aaron Hill * Dawn Morgan * Jerry Rostad
Clerk-Jeff Gunkelman



Limited English Proficiency Plan
Fargo Park District of the City of Fargo

TITLE VI COORDINATOR
Dave Bietz, Deputy Director of Operations
Fargo Park District of the City of Fargo

INTRODUCTION

This *Limited English Proficiency Plan* has been prepared to address the Fargo Park District of the City of Fargo (District) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including all District divisions receiving federal grant funds.

PLAN SUMMARY

The District has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the District used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the District.
2. The frequency with which LEP persons come in contact with District services.
3. The nature and importance of services provided by the District to the LEP population.
4. The interpretation services available to the District and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

The number or proportion of LEP persons in the service area who may be served or are likely to require District services:

The District staff reviewed the US Census Bureau's 2021 American Community Survey 5-Year Estimates for Fargo, ND and determined that 6,368 households in Fargo, 11.4% of the population, speak a language other than English. Of those, 1,249 households have limited English proficiency; that is, they speak English less than "very well" or "not at all." This is 2.2% of the overall population in Fargo. In Fargo, of those 1,249 households with limited English proficiency, 132 households (12.8%) speak Spanish, 465 households (21.9%) speak Other Indo-European Languages, 186 households (21.2%) speak Asian and Pacific Island languages, and 466 households (20.0%) speak all other languages.

The frequency with which LEP persons come in contact with District services:

The District staff reviewed the frequency with which their staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, the District has had no requests for interpreters and no requests for translated program documents. The District's staff have had very little contact with LEP persons.

The nature and importance of services provided by the District to the LEP population:

There is no large geographic concentration of any type of LEP households in the service area for the District. The overwhelming majority of the population, 88.6%, speak only English. As a result, there are few social, service, or professional and leadership organizations within the District service area that focus on outreach to LEP households. The District staff are most likely to encounter LEP households through office visits, phone conversations, notifications from department staff of impacts on service area services and attendance at meetings.

The resources available to the District, and overall costs to provide LEP assistance:

The District reviewed its available resources that could be used for providing LEP assistance and which of its documents would be most valuable to be translated if the need should arise. Language translation, if needed, would be provided through bilingual staff or a telephone interpreter line for which the District would pay a fee.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to (District) services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the District staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All District staff will be provided with language identification cards to assist in identifying the language interpretation needed if the occasion arises.
- All District staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the District sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

LANGUAGE ASSISTANCE MEASURES:

Although there is a very low percentage of LEP households in the District service area, that is, persons who speak English less than "very well" or "not at all", it will strive to offer the following measures:

1. The District staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:
 - Language interpretation will be accessed for all languages through a telephone interpretation service.

STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of interpreter service provider's language identification cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for the District will be required to follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The District weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Due to the very small local LEP population, the District does not have a formal outreach procedure in place, as of 2019. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, the District will consider the following options:

- When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEPs, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.
- The District will assess requests for translation of documents based on the possible impacts and known LEP population.

MONITORING

Monitoring and Updating the LEP Plan -The District will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when data from the 2020 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the District service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the District financial resources are sufficient to fund language assistance resources needed.
- Determine whether the District fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

DISSEMINATION OF THE DISTRICT PLAN

- Post on the District website the LEP Plan and how to access language services.

Fargo Park District of the City of Fargo

Dave Bietz, Deputy Director of Operations

Date



Fargo Park District of the City of Fargo

TITLE VI NONDISCRIMINATION POLICY STATEMENT

Title VI of the Civil Rights Act of 1964 ensures that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, including sex, age, disability, low-income, or LEP discrimination, under any program or activity for which the Recipient receives Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Fargo Park District of the City of Fargo is a Federally recognized municipal subdivision of the State of North Dakota. It is the policy of the district to ensure compliance with Title VI of the Civil Rights Act of 1964 and all related statutes or regulation in all programs and activities.

I, Dave Bietz, Deputy Director of Operations, am personally committed to and in support of taking all steps to ensure that no person or groups of persons shall, on the grounds of race, color, national origin, sex, age, disability, low-income or LEP discrimination; be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services or activities administered by the district.

The Deputy Director of Operations, Dave Bietz, is appointed as the Title VI Coordinator (and the Park Director, Tony Schmitt, is appointed as the Title VI Specialist.) The Title VI Coordinator is granted the authority to administer and monitor the Title VI and Nondiscrimination Program as promulgated under the Title VI of the Civil Rights Act of 1964 and any subsequent legislation. The Title VI Specialist will provide assistance as needed.

Fargo Park District of the City of Fargo recognizes the need and will provide Title VI training for pertinent personnel.

Anyone who believes that he or she has been discriminated against would contact the Title VI Coordinator at 701.551.5899 or dbietz@fargoparks.com.

Fargo Park District of the City of Fargo

Dave Bietz, Deputy Director of Operations

Date



Fargo Park District of the City of Fargo

TITLE VI COMPLAINT PROCESS

A. Scope of Title VI Complaints

The scope of Title VI covers all external Fargo Park District of the City of Fargo (Recipient) activities. Adverse impacts resulting in Title VI complaints can arise from many sources, including advertising, bidding, and contracts.

Complaints can originate from individuals or firms alleging inability to bid upon or obtain a contract with the Recipient for the furnishing of goods and/or services. Examples include advertising for bid proposals; prequalification or qualification; bid proposals and awards; selection of contractors, subcontractors, material and equipment suppliers, lessors, vendors, consultants, fee appraisers, universities, etc., or the allocation of funding.

Complaints can originate as a result of project impacts on individuals or groups. For example, social and economic, traffic, noise, air quality, access, accidents, and failure to maintain facilities.

B. Formal Title VI Complaint Procedure

The Recipient's Title VI Policy assures that no person or groups of persons shall, on the grounds of race, color, national origin, sex, age, disability, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the Recipient, its recipients, subrecipients, and contractors. In addition, Executive Order 12898 (Environmental Justice) prohibits discrimination based on income status and Executive Order 13166 prohibits discrimination based Limited English Proficiency (LEP).

The Recipient uses the following detailed, internal procedures for prompt processing of all Title VI complaints received directly by any program having responsibilities under Title VI. These procedures include but are not limited to:

1. Any person or groups of persons who believe they have been aggrieved by an unlawful discriminatory practice under Title VI may individually, or through a legally authorized representative, make and sign a complaint and file the complaint with the Fargo Park District of the City of Fargo Title VI Coordinator (or Specialist) Tony Schmitt, Park Director, 550 15th St. N, Fargo, ND 58102 701.551.5888. Allegations received do not have to use the key words "complaint," "civil rights," "discrimination," or their near equivalents. It is sufficient if such allegations imply any form of unequal treatment in one or more of the Recipient's programs for it to be considered and processed as an allegation of a discriminatory practice.
2. The complaint must be filed, in writing, no later than 180 calendar days after the date of the alleged discrimination. The Recipient's Title VI Complaint Form must be used.

3. The complaint may also be filed with the U.S. Department of Transportation, Office of the Secretary, 1200 New Jersey Avenue, SE (S-33), Washington, D.C. 20590. The complaint must be filed, in writing, no later than 180 calendar days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary, U.S. Department of Transportation.
4. Upon receipt of a formal Title VI complaint, the Title VI Coordinator immediately forwards the complaint to the Federal Highway Administration (FHWA) Division Office. Then informs the Recipient's Executive Director and legal counsel.
 - a) Title VI complaints filed against the Recipient are referred to the FHWA Division Office for processing.
 - b) Title VI complaints are immediately forwarded to the FHWA Division Office for processing.
 - c) The FHWA Headquarters Office of Civil Rights makes the final agency decision.

Title VI complaints filed against the Recipient, recipients and subrecipients (e.g., contractors, subcontractors, material and equipment suppliers, lessors, vendors, consultants, fee appraisers, universities, etc.) are processed in accordance with the FHWA approved complaint procedures as required under 23 Code of Federal Regulations Part 200. <http://www.fhwa.dot.gov/civilrights/programs/finalcomplaintmanual110410.cfm>

C. Informal Title VI Complaint Procedure.

- a. Title VI complaints may be resolved by informal means. When informal means are used, the complainant is informed of his or her right to file a formal written complaint.
- b. Such informal attempts and their results are (summarized by the Title VI Specialist, and are forwarded to the Title VI Coordinator -or- summarized by the Title VI Coordinator).
- c. Any complaint received in writing is considered to be a formal complaint and is handled under the formal complaint procedure outlined above.
- d. The Title VI (Coordinator or Specialist) periodically informs the FHWA Division Office of the status of all complaints.
- e. When a complaint has been directly filed with another federal or state agency, the Title VI Coordinator is to be informed by the division where the complaint has been filed and is to coordinate any action needed by the Recipient to resolve the complaint.

Dave Bietz, Deputy Director of Operations

Date

TITLE VI COMPLAINT



Name		Telephone Number	
Address	City	State	ZIP Code
Name of Person(s) That Discriminated Against You		Position (if known)	
Date of Incident	Location of Incident		
Address (if known)	City	State	ZIP Code
Reason for Discrimination			
<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Color <input type="checkbox"/> Sex <input type="checkbox"/> Disability <input type="checkbox"/> National Origin <input type="checkbox"/> Retaliation <input type="checkbox"/> Other, specify:			
Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also, attach any written material pertaining to your case.			
Signature		Date	



MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 8 – Review bids for the 2024 Winter Tree Pruning Contract

Bids for 2024 Winter Tree Pruning were received and opened Tuesday, October 17, 2023, at 1:00pm, at the Park District Office. Attached to this memo is the bid tab.

We received bids from Cougar Tree Care, Inc., for a total combined bid amount of \$76,612.00; and Carr's Tree Service, Inc. for a total combined bid amount of \$97,440.00, Staff recommends accepting the bid from Cougar Tree Care, Inc., for the total bid price of \$76,612.00. The bid is the lowest bid. For 2024 we had a budgeted amount of \$70,000. The \$6,612.00 overage will come from other 2024 budgeted funds for tree work (contracted tree pruning, stump grinding etc.)

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Fargo Park District
2024 Winter Tree Pruning and Removal
Bid Opening: 1:00 pm, Tuesday, October 17, 2023



		Location				
		LINDENWOOD PARK - 1905 ROGER MARIS DRIVE (199 TREES)	EDGEWOOD GOLF COURSE - 19 GOLF COURSE RD (159 TREES)		Grand Total	
Bidder	Equipment List	Cost Per Unit	Total Cost	Cost Per Unit	Total Cost	
Cougar Tree Care, Inc.		\$214.00	\$42,586.00	\$214.00	\$34,026.00	\$76,612.00
Carr's Tree Service, Inc.		\$261.06	\$51,950.00	\$261.00	\$41,499.00	\$93,449.00



MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 9 – Review Request to Solicit Bids for 2024 Park District Equipment

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid the 2024 Park District equipment. The Park District equipment is bid annually, and funds will be taken from the 2024 approved budget. The projected timeline for the bid process will be as follows:

- Public Bid Opening December 12, 2023
- Possible award by Park Board Commissioners January 9, 2024

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

Thank you.



MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 10 – Review Request to Solicit Bids for 2024 Park District Pickups

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid the 2024 Park District pickups. The Park District pickups bid funds will be taken from the 2024 approved budget. The projected timeline for the bid process will be as follows:

- Public Bid Opening December 12, 2023
- Possible award by Park Board Commissioners January 9, 2024

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

Thank you.



MEMORANDUM

DATE: October 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 11 – Review bids for Cab & Chassis and Drop Side Truck Dump Body

Bids for a Cab & Chassis 4x4 Truck 1.5-Ton and Drop Side Truck Dump Body were received and opened Tuesday, October 17, 2023, at 1:00pm, at the Park District Office. Attached to this memo is the bid tab.

We received bids from Nelson Auto Center and Aspen Equipment Company, Staff recommends accepting the bid from Nelson Auto Center, for the total bid price of \$66,948.00 for the Cab & Chassis 4x4 Truck 1.5-Ton and bid price of \$34,999.00 for the Drop Side Truck Body Dump. The bid met all specifications and is the lowest bid. Funds for the purchase of this equipment will be utilized from the Emerald Ash Borer Contingency Fund.

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Fargo Park District

Cab & Chassis 4x4 Truck 1.5-Ton (GVWR 19,500 lbs Min. to 25,000 lbs. Max.) With Drop Side Truck Body Dump, 2023 or Current Year

Bid Opening: 1:00 pm, October 10, 2023

Item 1						
	Cab & Chassis 4x4 Truck 1.5-Ton (GVWR 19,500 lbs min. to 25,000 lbs. max)	Bid Price	Est. Delivery Date	Drop Side Truck Body Dump, 2023 or Current Year	Bid Price	Est. Delivery Date
Bidder						
Nelson Auto Center	2024 Ford F550 F5H	\$66,948.00	4-6 mos. ARO subject to manufacturers schedule.	Knapheide GCDH-140B-B SP Body and Equipment	\$34,999.00	6-8 mos. ARO for build completion subject to manufacturer's schedule.
Aspen Equipment Company	Ford F-600 Super Duty Regular Cab 4x4 120" CA Cab Chassis	\$71,866.00	1st Qtr 2024	2023-2024 Henderson Mark IV Steel 14" Steel Dump with painted black removable canopy	\$72,165.00	2nd to 3rd Qtr 2024. Possibly sooner based on production slots.



MEMORANDUM

DATE: October 19, 2023

TO: Fargo Park Board Facilities Committee

FROM: Susan Faus, Interim Executive Director

RE: Agenda Item No. 12 – Review purchase offer for Robert D. Johnson Building

Background Information

The Fargo Park District has been considering the sale of the Robert D. Johnson Building located at 1104 2nd Ave S in Fargo. This facility was originally purchased to provide space for the FM Activity Center and some Park District offices. It was originally purchased from the Fargo School District.

This item was originally discussed at the August 26, 2022, Facilities Committee Meeting. At that time, the Park District had received a verbal offer for the RDJ property of \$750,000.00. The original appraisal at that time valued the property at \$950,000.00. Staff received direction from the Facilities Committee to seek an updated appraisal for this property.

After receiving an updated appraisal for the RDJ property located at 1104 2nd Avenue S, Fargo, ND, staff reached out to the County and let them know of the new appraisal to see if there was continued interest from the County to purchase the property. The updated appraisal listed the property at \$1,270,000.00. Staff had two meetings with the County, the latest one being held on April 10th.

Included in the packet is the most current 2022 appraisal cover page that valued the property at \$1,270,000.00 and list of facility improvements. The City of Fargo's assessed value for the 4 parcels associated with the RDJ facility is \$1,094,100.00.

The Cass County Commission took formal action at the April 17th Commission meeting and instructed Cass County staff to make a formal offer to the Fargo Park District. Attached is a copy of the offer letter from Cass County to purchase the Robert D. Johnson Building for \$750,000.00.

Susan Faus, Interim Executive Director
PARK COMMISSIONERS – Vicki Dawson * Joe Deutsch * Aaron Hill * Dawn Morgan * Jerry Rostad
CLERK – Jeff Gunkelman

At the May 16th Park Board meeting Park Board Commissioners approved the submission of a counteroffer of \$1,120,000.00 to Cass County Commissioners for the sale of the Robert D. Johnson Building.

The Cass County Board of Commissioners rejected the counteroffer of \$1,200,000.00

Action Requested

On Monday, October 16, 2023, the Cass County Commission approved an updated offer to the Fargo Parks District to purchase the Robert D. Johnson Building located at 1104 2nd Avenue South for \$825,000.00. The offer is contingent upon a building inspection report that is satisfactory to Cass County. That inspection has been scheduled for October 27, 2023.

Staff request direction from the Facilities Committee on how to proceed with the purchase offer of \$825,000.00 for the Robert D. Johnson Building.

If you should have any questions related to this item prior to the Facilities Committee Meeting, please feel free to contact me.

Thank you.

Attachments:

Appraisal \$1,120,000.00

List of facility improvements

Offer Letter from Cass County dated 4/21/23

Offer Letter from Cass County dated 10/17/23

Appraisal Services Inc.

Neal A. Eriksmoen, MAI
Marit M. Eriksmoen
Petter N. Eriksmoen
Alan P. Leirness, MAI, CCIM
Jeffrey M. Mangan
Alex L. Oestreich

1220 Main Avenue, Suite 125
Fargo, ND 58103-8201
Phone (701) 235-1189
Fax (701) 235-9465

October 17, 2022

Mr. Broc Lietz
Fargo Park District
701 Main Avenue
Fargo, North Dakota 58103

Dear Mr. Lietz:

In accordance with your request, I have completed an appraisal of the following described property:

Robert Johnson Recreation Center
1104 2nd Avenue South
Fargo, North Dakota

This appraisal report was prepared at the request of Fargo Park District to be used as a basis for a potential sale of the property. The intended users are limited to Fargo Park District. It is not to be relied on by any other parties for any other purpose.

The reader of this report is reminded that inherent in the market value definition is the assumption that the price for a property is not affected by undue stimulus. The economic climate, over the last two years, has been impacted by uncertainty related to the COVID-19 pandemic, which initially caused uncertainty in the financial markets. This prompted governmental responses to stabilize the financial markets. Inflation is a more recent concern, resulting in rising interest rates. Real estate is a long-term investment that experiences growth and contraction at a relatively slow rate, and lesser magnitude than financial markets. The analysis in this report is based on available historic and current market information. Market participants have been interviewed and there continues to be some uncertainty about the future; however, the region has historically performed better than the national market. The distribution of vaccines has helped to bring the pandemic under control, allowing market conditions to return to normal.

The appraised property is a multi-story school building that was constructed in 1930. It contains a variety of office space, classroom space, a gym with a stage and an art studio. The building has an elevator, providing handicap accessible access to all levels. Off-street parking is provided by a parking lot on the southern portion of the site. Portions of the property are leased. A large portion of the property is vacant. The appraisal reflects the fee simple estate in the appraised property without any consideration of leases.

I have conducted an appraisal analysis of the factors that bear upon the value of the real estate. Based on the appraisal analysis summarized herein, it is my opinion that the market value of the fee simple estate in the appraised property, as of August 26, 2022, was:

ONE MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS
(\$1,270,000)

Real Estate Appraisers and Consultants

Fargo Park District
 RDJ Building Cost & Improvements

Prepared by: Jim Larson, 10/2/18

Description	Date	Amount	Comments
Purchase building	6/1/1996	\$ 165,000.00	Purchased from the School District
Elevator & Improvements	6/1/1996	\$ 314,510.26	See ledger for cost detail
Land - Parking Lot	12/15/2003	\$ 64,616.00	Purchased lot with house, removed house.
Roof System	9/10/2008	\$ 35,830.00	
Windows	4/30/2011	\$ 15,423.35	Window replacement, energy efficiency
Windows	6/30/2013	\$ 18,894.49	Window replacement, energy efficiency
Windows	5/31/2014	\$ 23,573.30	Window replacement, energy efficiency
Windows	5/1/2015	\$ 29,524.08	Window replacement, energy efficiency
Windows	5/16/2016	\$ 36,839.73	Window replacement, energy efficiency
Windows	5/8/2017	\$ 40,857.70	Window replacement, energy efficiency
Total		\$ 745,068.91	



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

April 21, 2023

Mr. Dave Leker
Executive Director
Fargo Parks District
701 Main Avenue South
Fargo, ND 58103

Re: Offer to Purchase Robert D. Johnson Building

Dear Mr. Leker:

On Monday, April 17, 2023, the Cass County Commission approved the submission of an offer to the Fargo Parks District to purchase the Robert D. Johnson Building located at 1104 2nd Avenue South for \$750,000. The offer is contingent upon a satisfactory building inspection report completed at Cass County's expense.

I understand this offer must be forwarded to the Fargo Parks District Board for review and consideration. As the Board evaluates this purchase offer, please do not hesitate to reach out if there are any questions. I will follow up next week to coordinate arrangements for the referenced building inspection.

Thank you,

A handwritten signature in blue ink, appearing to read "R. W. Wilson".

Robert W. Wilson
Cass County Administrator



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

October 17, 2023

Ms. Susan Faus
Interim Executive Director
Fargo Parks District
701 Main Avenue South
Fargo, ND 58103

Re: Offer to Purchase Robert D. Johnson Building

Dear Ms. Faus:

On Monday, October 17, 2023, the Cass County Commission approved an updated offer to the Fargo Parks District to purchase the Robert D. Johnson Building located at 1104 2nd Avenue South for \$825,000. The offer is contingent upon a building inspection report that is satisfactory to Cass County and completed at Cass County's expense.

I understand this offer must be forwarded to the Fargo Parks District Board for review and consideration. As the Board evaluates this purchase offer, please do not hesitate to reach out if there are any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "R. W. Wilson".

Robert W. Wilson
Cass County Administrator



MEMORANDUM

DATE: October 19, 2023

TO: Fargo Park Board Facilities Committee

FROM: Susan Faus, Interim Executive Director

RE: Agenda Item No. 13 – NRPA Conference Update

Background Information

Staff who attended the 2023 NRPA Conference in Dallas, TX, will share information about the sessions each attended, key learnings, and ideas that can be utilize at the Park District.

Please let me know prior to the meeting if you have any questions.

Thank you.