

**FACILITIES COMMITTEE MEETING**  
**Wednesday, December 27, 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. Review request from Southeast Senior Services Board (Richland County) to transfer Southeast Senior Services staff to Fargo Park District employment; Paul Grindeland and Stacy Kruger, presenters.
2. Review Memorandum of Understanding Agreement with City of Fargo for Easements and Restoration of Parking Surface at Lemke Park; Dave Bietz and Nathan Boerboom, presenters.
3. Review Amendment No. 1 to the Rose Creek Restaurant Lease; Carolyn Boutain, presenter.
4. Request permission to bid Yunker Farm Dog Park Project, Anderson Softball Lighting Replacement, and 2024 Capital Fencing Projects; Tyler Kirchner and Tony Schmitt, presenters.
5. Consideration of 2024 Park District Maintenance Equipment Bids; Tony Schmitt, presenter.
6. Request permission to apply for a Minnesota Twins Community Fund Grant; Tony Schmitt, presenter.
7. Review request to advertise for Request for Proposals for sale of Depot; Broc Lietz, presenter.
8. Review designation of depositories of public funds; Broc Lietz, presenter.
9. Other

***Next Fargo Park Board Meeting: January 9, 2024; 5:30 p.m.***  
***Next Facilities Committee Meeting: January 31, 2024; 11:00 a.m.***



## MEMORANDUM

DATE: December 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Paul W. Grindeland, VSS Director

RE: Agenda Item No.1 - Review request from Southeast Senior Services Board (Richland County) to transfer Southeast Senior Services staff to Fargo Park District employment

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Starting in 1993, Valley Senior Services (VSS) began to administer senior services in other counties than Cass in southeastern North Dakota. When a county became affiliated with VSS, the employees currently working in that county became Fargo Park District employees; the only exception has been our relationship with Southeast Senior Services. Currently, VSS administers senior services and public transit in six-counties of southeastern North Dakota: Cass, Traill, Steele, Richland, Ransom and Sargent Counties.

The Southeast Senior Services Board of Directors, at their November 3<sup>rd</sup> meeting approved a motion to transfer Southeast Senior Services staff to Fargo Park District/Valley Senior Services employment pending Fargo Park Board approval.

The transfer of the Southeast staff to the Fargo Park District/Valley Senior Services will complete the consolidation of VSS staff in our region and will allow the Richland County employees to enjoy the same benefits as all other regional VSS staff. Additionally, this move will allow our new Richland County Supervisor to spend more time on providing services and managing our Richland County staff rather than payroll responsibilities. After this concept was first brought to a Facilities meeting on May 17, 2023, Fargo Parks Leadership have had on-going discussions concerning the possible on-boarding of Southeast staff.

If approved this employee transfer is expected to take 3-6 months to complete and will have an additional benefit and salary cost of approximately \$28,000.00 annually.

I am asking that the Committee recommend the approval of the transfer of Southeast Senior Services staff to Fargo Park District/Valley Senior Services employment.

I look forward to answering any questions you may have about this issue prior to the Committee meeting.

Thank you.

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

**SOUTHEAST SENIOR SERVICES 2024 WAGES**

**2024**

**2024 PD/VSS Ranges**

**below low  
range**

**Annual Cost**

NAME	JOB TITLE	STATUS	WAGE	LOW	MID	HIGH		
DEANNA NELSON	Office Assistant	FT	20.90	\$22.38	\$27.97	\$33.57	\$1.48	\$3,078.40
SHARI SCHMIDT	Transit/Site Assistant	FT	17.33	\$16.63	\$20.78	\$24.94	in range	
CHRISTINE BISCHOFF	Driver	FT	18.14	\$16.00		\$20.00	in range	
DAWN JARVIS	Driver	FT	17.33	\$16.00		\$20.00	in range	
DAVID SCORE	Fill in Driver/Meal Delivery	PT	15.75	\$16.00		\$20.00	\$0.25	\$375.00
JERRY OLSON	Fill in Driver/Meal Delivery	PT	15.75	\$16.00		\$20.00	\$0.25	\$375.00
SHANEL ANDREWS	Fill in Driver/Meal Delivery	PT	15.75	\$16.00		\$20.00	\$0.25	\$375.00
KEITH PESCHEL	Fill in driver/Meal Delivery	PT	15.94	\$16.00		\$20.00	\$0.06	\$90.00
VIOLA SCORE	Wahpeton Cook	FT	19.69	\$16.63	\$20.78	\$24.94	in range	
SHARRON DURBIN	Wahpeton Cook	FT	18.11	\$16.63	\$20.78	\$24.94	in range	
CAROL TSCHAKERT	Aber Cook	PT	17.82	\$16.63	\$20.78	\$24.94	in range	
RITA BOUTAIN	Hankinson Cook	PT	17.04	\$16.63	\$20.78	\$24.94	in range	
SANDY HAASE	Lidgerwood Cook	PT	16.49	\$16.63	\$20.78	\$24.94	\$0.14	\$210.00
CATHY BELL	Site Assistant Wyndmere	PT	14.86	\$15.00		\$18.00	\$0.14	\$210.00
DOROTHY KRESSIN	Fill in Site Assistant	PT	13.65	\$15.00		\$18.00	\$1.35	\$2,025.00
JOANNE ALLEN	Fill in Cook	PT	15.44	\$16.63	\$20.78	\$24.94	\$1.19	\$1,785.00
MICHAEL CORSER	Fill in Cook	PT	15.44	\$16.63	\$20.78	\$24.94	\$1.19	\$1,785.00
RENAE HAASE	Fill in Cook	PT	15.44	\$16.63	\$20.78	\$24.94	\$1.19	\$1,785.00
ANGELA HIMES	Fill in Cook	PT	15.44	\$16.63	\$20.78	\$24.94	\$1.19	\$1,785.00
KAREN KAPPES	Fill in Cook	PT	16.49	\$16.63	\$20.78	\$24.94	\$0.14	\$210.00
								<b><u>\$14,088.40</u></b>

\*\*\* The PD/VSS would have an additional cost of \$14,088.40 annually to bring the Southeast Senior Services wages up to the PD/VSS pay ranges

\*\* used 1,500 working hours for the PT employees, used 2,080 working hours for the FT employees

\*\* working with Shelly Tollefson, the Office Assistant role would be comparable to the PD Admin Specialist role, because of the dispatching component.

\*\* working with Shelly Tollefson, the Transit/Site Assistant role would be comparable to the PD County Assistant role

**SOUTHEAST SENIOR SERVICES BUDGET**  
2024 Employer Paid Benefit Expenses

**Current Employment**

**Fargo Park District Employment**

7 FT 40 hour a week employees

	Monthly Salary	HEALTH	DENTAL	401K	LI	LTD	HEALTH	DENTAL	401K	LI	LTD	EAP	COBRA	BC
Deanna Nelson	\$3,822.67	\$11,485.32	\$803.78	\$1,304.16	\$0.00	\$0.00	\$14,564.52	\$423.98	\$3,043.08	\$99.00	\$149.88	\$30.00	\$18.48	\$30.00
Viola Score	\$3,412.82	\$10,330.44	\$321.36	\$1,228.88	\$0.00	\$0.00	\$8,184.24	\$423.98	\$2,848.80	\$99.00	\$141.24	\$30.00	\$18.48	\$25.00
Sharon Durbin	\$3,139.08	\$9,497.52	\$321.36	\$1,130.04	\$0.00	\$0.00	\$8,184.24	\$423.98	\$2,538.88	\$99.00	\$128.12	\$30.00	\$18.48	\$30.00
Christine Bischoff	\$3,144.25	ON HUSBANDS	\$321.36	\$1,131.96	\$0.00	\$0.00	On Husbands	\$423.98	\$2,641.20	\$99.00	\$130.08	\$30.00	\$18.48	\$30.00
Shan Schrudl	\$3,063.83	\$8,184.32	\$321.36	\$1,130.04	\$0.00	\$0.00	\$8,184.24	\$423.98	\$2,523.24	\$99.00	\$124.20	\$30.00	\$18.48	\$30.00
Dawn Jarvis	\$3,063.83	\$8,831.00	\$321.36	not eligible not eligible	\$0.00	\$0.00	\$8,184.24	\$423.98	\$2,523.24	\$99.00	\$124.20	\$30.00	\$18.48	\$30.00
<b>TOTAL</b>		<b>\$48,308.50</b>	<b>\$2,410.58</b>	<b>\$4,794.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>TOTAL \$47,301.48</b>	<b>\$2,643.78</b>	<b>\$16,234.44</b>	<b>\$894.00</b>	<b>\$798.72</b>	<b>\$180.00</b>	<b>\$110.88</b>	<b>\$175.00</b>

6 Permanent PT Employees under 30 HRS

	HEALTH	DENTAL	401K	LI	LTD	HEALTH	DENTAL	401K	LI	LTD	EAP	COBRA	BC
Sandra Haase													\$25.00
David Score			\$625.47										\$30.00
Carol Tschakert													\$25.00
Keith Peschel													\$30.00
Rita Boutain													\$25.00
Cathy Bell			\$243.42										\$25.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$868.89</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>TOTAL \$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$160.00</b>

8 Full In Staff - Work As Needed

	HEALTH	DENTAL	401K	LI	LTD	HEALTH	DENTAL	401K	LI	LTD	EAP	COBRA	BC
Joanne Allen													\$25.00
Kathy Gordon													\$25.00
Dorothy Kressin													\$25.00
Karen Kappes													\$25.00
Angela Himes													\$25.00
Renee Haase													\$30.00
Shanel Andrews													\$30.00
Michael Corser													\$210.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>TOTAL \$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$210.00</b>

GRAND TOTAL SESS

\$54,382.89

GRAND TOTAL FARGO PARKS

\$68,305.28

DIFFERENCE

\$13,922.39

1. We have two part time employees that take part in our employer matched to 3% 401K
2. We have one Permanent Part Time employee who takes part in the Vision plan - This benefit is 100% paid for by the employee but is ran through payroll.
3. We have Full Time and Permanent Part Time employees that have AFLAC and COLONIAL LIFE - These are paid for by employees but also are ran through payroll.

Vacation Accrual Schedule Can Carry Over 240 on Anniversary Date	Sick Leave Accrual Schedule Can Carry Over 480 on Anniversary Date	Employees who receive Vacation/Sick Leave	Employee Anniversary Date	VL & SL Hrs Employee Will Receive on Anniversary Date
2-3 years = 12 days/96 hrs 4-7 years=16 days/128 hrs 8-12 years = 20 days/160 hrs 13-18 years=23 days/184 hrs  19 years and up = 26 days/208 hrs	2 years and up - 12 Days/96 hrs	Deanna Nelson 6 years Viola Score 11 years Christine Bischoff 8 years Sharron Durbin 5 years  Dawn Jarvis new  Shari Schmidt new	10/1/2017 9/1/2012 10/19/2015 8/13/2018  7/18/2023  7/19/2023	128 hrs of VL and 96 of SL 160 hrs of VL and 96 of SL 160 hrs of VL and 96 of SL 128 hrs of VL and 96 of SL on 7/18/2024 and then it would be 96 hrs VL and 96 hrs SL on 7/19/2024 and then it would be 96 hrs VL and 96 hrs SL

Employee	Expected Vacation Amounts on 12-31-23	Expected Sick Leave Amounts on 12-31-23
	Hours	Hours
Deanna Nelson	118.5	172.25
Viola Score	392	441.5
Christine Bischoff	179.5	413
Sharron Durbin	105.75	468.25
Dawn Jarvis	0	0
Shari Schmidt	0	0



## MEMORANDUM

DATE: December 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 2 - Review Memorandum of Understanding Agreement with the City of Fargo for Easements and Restoration of Parking Surface at Lemke Park

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The City of Fargo has requested easements to assemble and store construction related materials upon a portion of the parking surface located at 1000 32<sup>nd</sup> Avenue South, which is known as Lemke Park, during construction of the lift station. With this MOU the Park District also agrees that it will grant unto City of Fargo a street and utility easement allowing construction and installation of the intended cul-de-sac and underground public utilities.

In exchange for the above-described easements, City of Fargo hereby agrees to replace the parking surface located at 1000 32<sup>nd</sup> Avenue South at Lemke Park. City of Fargo will replace the entire parking surface as soon as reasonably practicable after completion of construction of the storm sewer lift station but agrees to complete the repaving by no later than December 1, 2024. City of Fargo agrees the parking surface will be replaced with six (6) inches of asphalt with an eight (8) inch base to its existing surface area and to the same dimensions as the parking surface exists as of the date of this MOU.

The project will impact two trees, one cottonwood tree and one spruce tree. Sam DeMarais, Park Forester has said these trees are in moderate to poor condition and removing them to achieve the project is acceptable as long as the City agrees to replant these trees at a two to one ratio in the locations determined by Sam.

The construction project is anticipated to begin in the Spring of 2024, during this time we would not have access to the parking area at the park. Access would be restored prior to the winter to allow for the use of the parking lot for our wintertime ice rink and warming house. The cul-de-sac portion of the project would not be completed until the construction season of 2026, this is to coincide with the reconstruction of the East portions of 32<sup>nd</sup> Ave S. During 2026 we would again see an impact, but that impact is anticipated to be a smaller timeframe, but the exact timeframe will not be known until that design and project is established.

The current parking lot is in moderate to poor condition. The city's estimate to remove and replace this parking lot is \$85,000. Additionally, we asked the city to add a trail connection from 32<sup>nd</sup> Ave S. to connect with our trail within the park and they have agreed to add that to the project. Currently this parking lot is not on a schedule for replacement as there are several other priorities within our parking lot repair list.

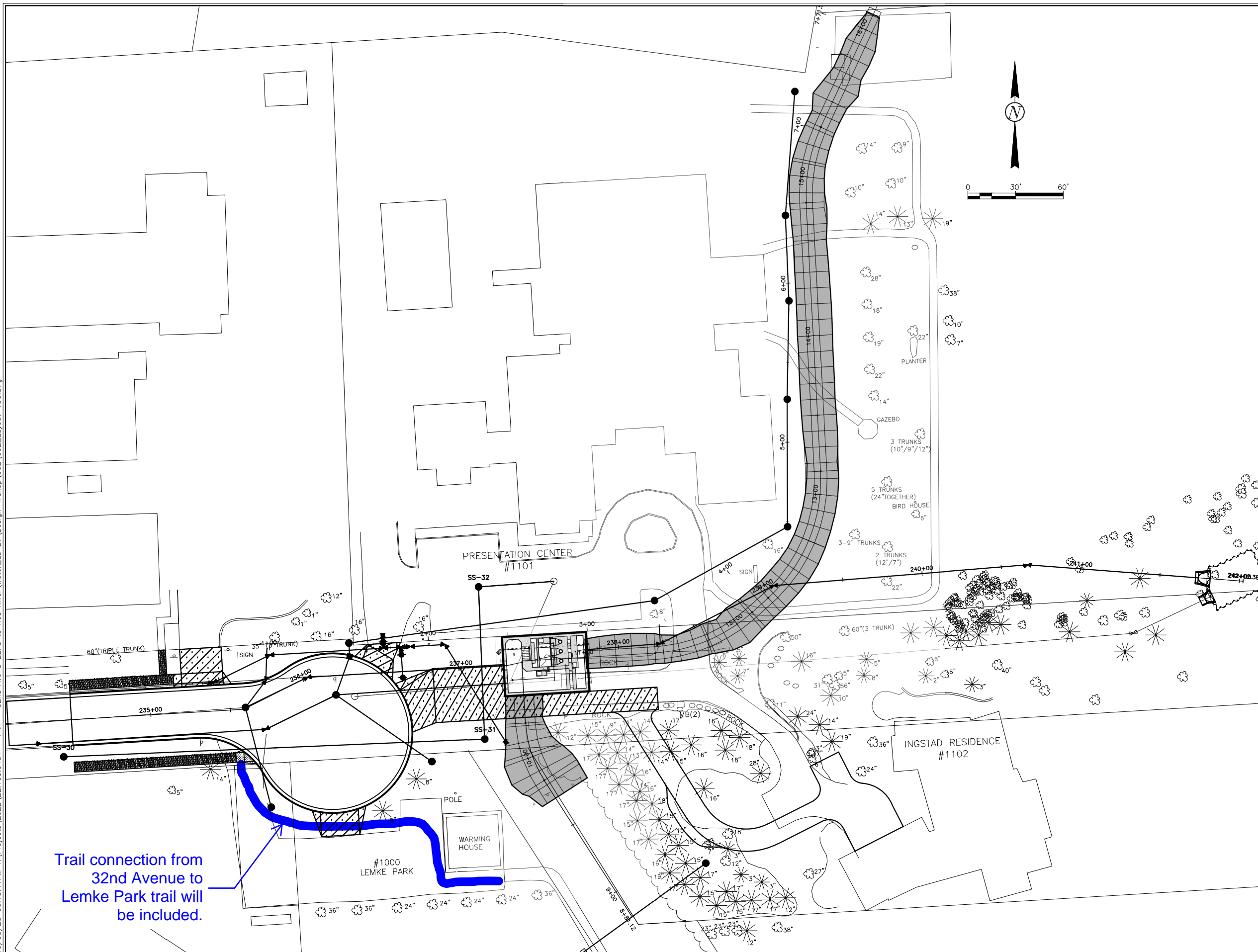
Included in the packet are a site plan, an aerial image of the current parking lot, the memo of understanding, an image of the two trees to be removed as well as the easements that are being requested.

Staff recommends granting this easement as doing so will minimally impact our park use and we will get a new parking lot as a result. We are asking the Committee to review this information and recommend moving this to the full board for consideration and approval.

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

Thank you.

10/05/23 06:18:41 PM T:\Projects\2022\22.103.0151 - FAR - 32nd Ave S 22nd to Red River\Water\_LS 27\Design-Transp\002\_Layout-TOC.dwg



Trail connection from 32nd Avenue to Lemke Park trail will be included.

Sheet Index	
Sheet No.	Sheet Title
<b>001 - Cover Sheet</b>	
1	Cover
<b>002 - Overall Layout &amp; Table of Contents</b>	
1	Sheet Layout & Index
<b>004 - Overall Layout</b>	
1	Overall Utility/Paving Layout
<b>020 - General Details</b>	
1	General Details
<b>030 - Typical Sections</b>	
1	24th Ave S Paving
<b>040 - Removals</b>	
1	Removals
<b>50 - Pipe &amp; Structure Schedules</b>	
1	Pipe & Structure Schedules
<b>55 - Underground Utilities</b>	
1	Underground Utilities
<b>60 - Paving</b>	
1	Paving
<b>75 - Erosion &amp; Sediment Control</b>	
1	ESC Plan
<b>90 - Jointing &amp; Reinforcing</b>	
1	Jointing Plan
<b>100 - Work Zone Traffic Control</b>	
1	Traffic Control
<b>110 - Signing</b>	
1	Signing
<b>120 - Pavement Marking</b>	
1	Striping
<b>140 - Street Lighting</b>	
1	Street Lighting Layout
2	Street Lighting Details
3	Street Lighting Notes
<b>150 - Traffic Signals</b>	
1	Traffic Signals
<b>210 - Special Instructions to Bidders</b>	
1	Special Instructions to Bidders
<b>220 - Assessment Plat &amp; Quantities</b>	
1	Assessment and Materials

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

ADDENDUM & CONSTRUCTION REVISIONS		
③	②	①

SEAL

**PRELIMINARY**

**Overall Layout & Table of Contents**

Storm LS #27, Storm, Sanitary, Water, Street Reconstruction, Incidentals

Improvement District **NR-24-A0**

DESIGN BY: DB1      CHECKED BY: CB1  
 DRAWN BY: MGJ      ORIG DATE: PlanDate

	SECTION NO.	SHEET NO.
	<b>002</b>	<b>1</b>



**32 AVE S**



MEMORANDUM OF UNDERSTANDING  
REGARDING EASEMENTS AND RESTORATION OF PARKING SURFACE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4<sup>th</sup> 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 storm sewer lift station and related appurtenances on the north side of 32<sup>nd</sup> Avenue South near Lemke Park in 2024; and

**WHEREAS**, Fargo has a need to obtain a temporary construction easement from the Park District to assemble and store construction materials upon a portion of the parking surface and green space located at Lemke Park; and

**WHEREAS**, Fargo also intends in the future to construct a cul-de-sac on 32<sup>nd</sup> Avenue South near Lemke Park; and

**WHEREAS**, Fargo has a need to obtain from the Park District a permanent street and utility easement for a portion of the future intended cul-de-sac; and

**WHEREAS**, because the parking surface at Lemke Park is near the end of its useful life, upon completion of construction of the storm sewer lift station Fargo is willing to reconstruct the parking surface.

**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. Easements. The Park District hereby agrees to grant unto Fargo a temporary construction easement effective until December 1, 2024, or a later date as mutually agreed by the parties, allowing Fargo to assemble and store construction related materials upon a portion of the parking surface located at 1000 32<sup>nd</sup> Avenue South, which is known as Lemke Park, during construction of the lift station. The temporary easement area is more particularly described in Exhibit \_\_\_\_\_ attached hereto. The Park District also hereby agrees that it will grant unto Fargo a street and utility easement allowing construction and installation of the intended cul-de-sac and underground public utilities. The street and utility easement is more particularly described in Exhibit \_\_\_\_ attached hereto. The parties acknowledge that construction of the cul-de-sac is anticipated for the year 2026.

2. Restoration of Parking Surface. In exchange for the above-described easements, Fargo hereby agrees to replace the parking surface located at 1000 32<sup>nd</sup> Avenue South at Lemke

Park. Fargo will replace the entire parking surface as soon as reasonably practicable after completion of construction of the storm sewer lift station but agrees to complete the repaving by not later than December 1, 2024. Fargo agrees the parking surface will be replaced with six (6) inches of asphalt with an eight (8) inch base to its existing surface area and to the same dimensions as the parking surface exists as of the date of this MOU.

3. Construction. Fargo shall be solely responsible for the construction of the storm sewer lift station and related appurtenances. Fargo shall also be responsible for the future construction and maintenance of the cul-de-sac and underlying public utilities.

4. Park District General Maintenance. Park District shall remain responsible for all futures repair and maintenance of its parking surface, including snow and debris removal, after Fargo completes replacement of the parking surface as required by this MOU.

5. Release and Waiver. To the extent allowed by law, Fargo shall hold the Park District and its agents, employees, and designees, harmless as a result of any injury or death and property damage or loss arising as a result of Fargo's use of the Park District parking surface for storage of construction materials, the construction and installation of the storm sewer lift station and related appurtenances, and the intended cul-de-sac.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

FARGO PARK DISTRICT

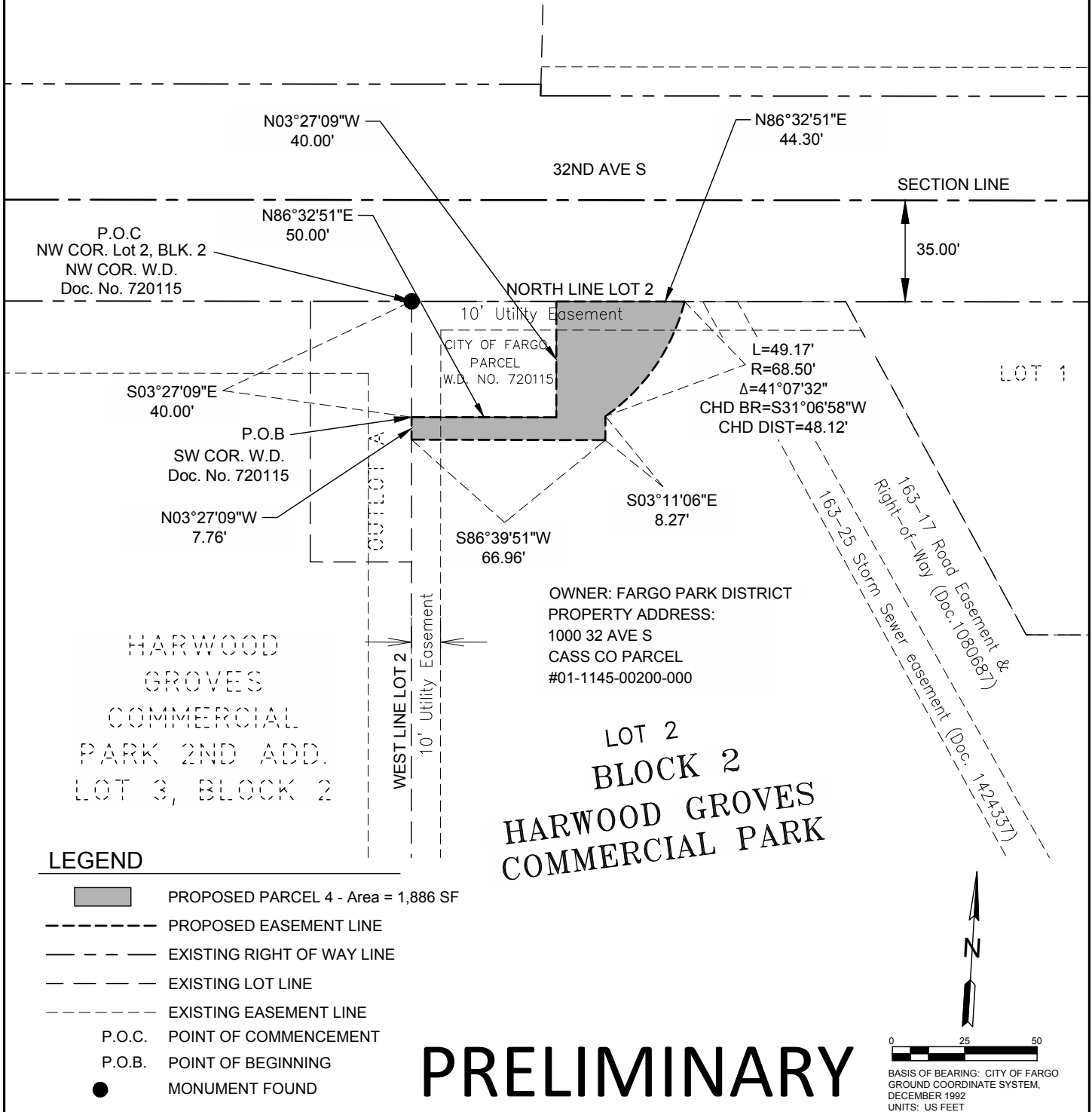
By: \_\_\_\_\_  
Dr. Joe Deutsch, President

ATTEST:

\_\_\_\_\_  
Susan Faus, Executive Director



# EASEMENT EXHIBIT "A"



PERPETUAL EASEMENT - PARCEL 4  
 32ND AVE S - LIFT STATION #27  
 LOT 2, BLOCK 2,  
 HARWOOD GROVES COMMERCIAL PARK  
 SECTION 30, T139N, R48W  
 FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151  
 Date: 11/13/2023  
 Drawn By: Aaron H  
 Checked By: Dain E  
 Approved By: Dain E





# EASEMENT EXHIBIT "A"

Parcel 4  
(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, Cass County North Dakota described as follows:

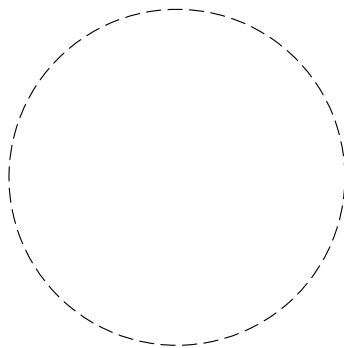
Commencing at the northwest corner of said Lot 2, also being the northwest corner of a parcel of land which was granted to the City of Fargo by a Warranty Deed, described in Document No. 720115 which is of record in the office of the Cass County Recorder in said Cass County, and herein referred to as the City of Fargo Parcel; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2 and the west line of said City of Fargo Parcel, a distance of 40.00 feet to the southwest corner of said City of Fargo Parcel; thence North 86 degrees 32 minutes 51 seconds East, along the south line of said City of Fargo Parcel, a distance of 50.00 feet to the southeast corner of said City of Fargo Parcel; thence North 03 degrees 27 minutes 09 seconds West, along the east line of said City of Fargo Parcel, a distance of 40.00 feet to the northeast corner of said City of Fargo Parcel and the north line of said Lot 2; thence North 86 degrees 32 minutes 51 seconds East, along the north line of said Lot 2, a distance of 44.30 feet; thence 49.17 feet along a non-tangential curve to the right having a central angle of 41 degrees 07 minutes 32 seconds, a radius of 68.50 feet, a chord bearing of South 31 degrees 06 minutes 58 seconds West, and a chord length of 48.12 feet; thence South 03 degrees 11 minutes 06 seconds East, a distance of 8.27 feet; thence South 86 degrees 39 minutes 51 seconds West, a distance of 66.96 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 7.76 feet to the southwest corner of said City of Fargo Parcel and the point of beginning.

Said perpetual easement contains 1,886 square feet, more or less, and is subject to all existing easements of record.

### CERTIFICATION

I, Dain K. Erickson, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

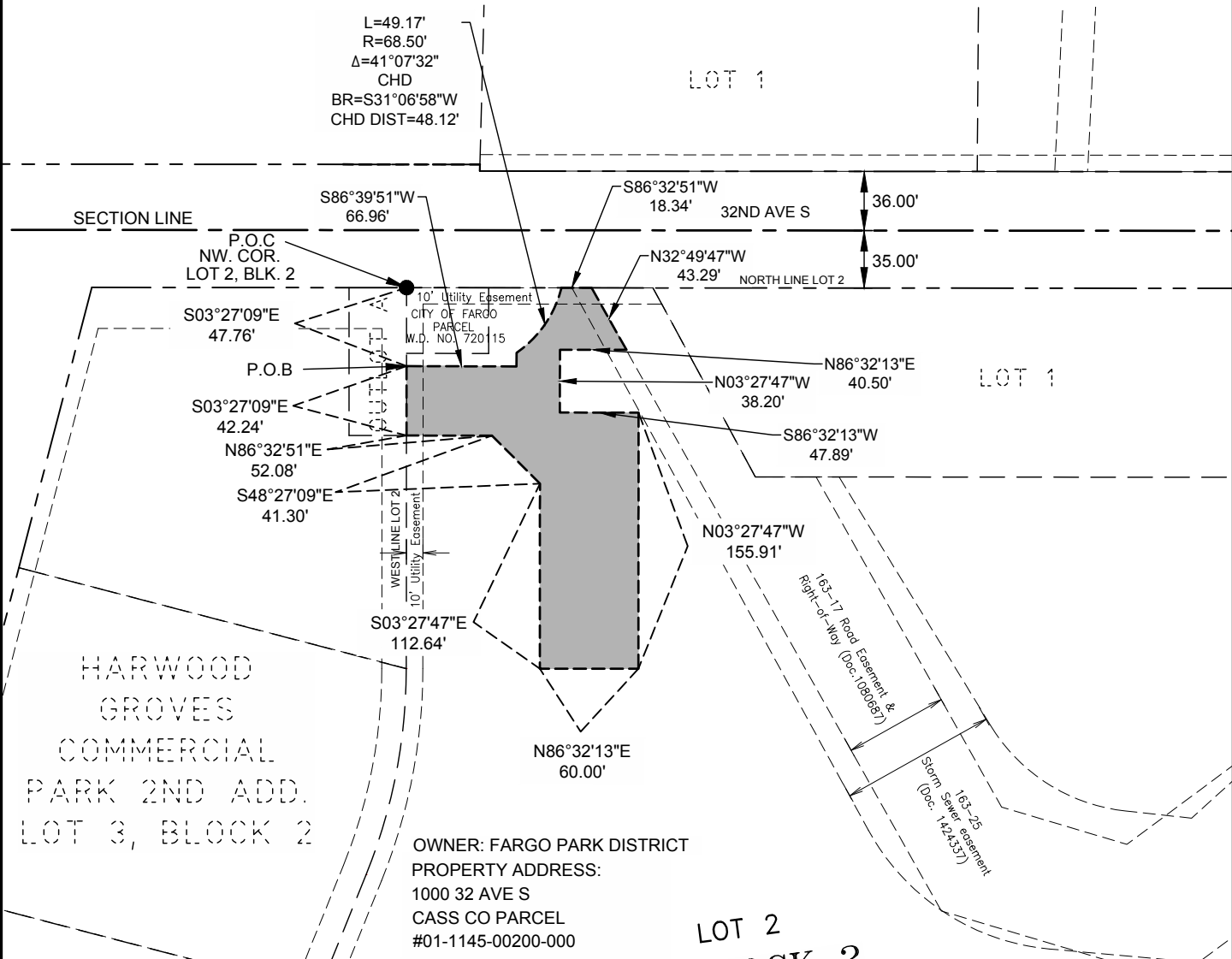
Signed \_\_\_\_\_ Date \_\_\_\_\_  
Dain K. Erickson  
North Dakota Professional Land Surveyor  
License Number LS-5582



PERPETUAL EASEMENT - PARCEL 4  
32ND AVE S - LIFT STATION #27  
LOT 2, BLOCK 2,  
HARWOOD GROVES COMMERCIAL PARK  
SECTION 30, T139N, R48W  
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151  
Date: 11/13/2023  
Drawn By: Aaron H  
Checked By: Dain E  
Approved By: Dain E

# EASEMENT EXHIBIT "A"



OWNER: FARGO PARK DISTRICT  
 PROPERTY ADDRESS:  
 1000 32 AVE S  
 CASS CO PARCEL  
 #01-1145-00200-000

### LEGEND

- PROPOSED PARCEL 4 - AREA = 15,256 SF
- PROPOSED EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- MONUMENT FOUND

**LOT 2  
 BLOCK 2  
 HARWOOD GROVES  
 COMMERCIAL PARK**

# PRELIMINARY



0 50 100  
 BASIS OF BEARING: CITY OF FARGO  
 GROUND COORDINATE SYSTEM,  
 DECEMBER 1992  
 UNITS: US FEET



TEMPORARY EASEMENT - PARCEL 5  
 32ND AVE S - LIFT STATION #27  
 LOT 2, BLOCK 2,  
 HARWOOD GROVES COMMERCIAL PARK  
 SECTION 30, T139N, R48W  
 FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151  
 Date: 11/13/2023  
 Drawn By: Aaron H  
 Checked By: Dain E  
 Approved By: Dain E

# EASEMENT EXHIBIT "A"

Parcel 5  
(Temporary Easement)

A temporary easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

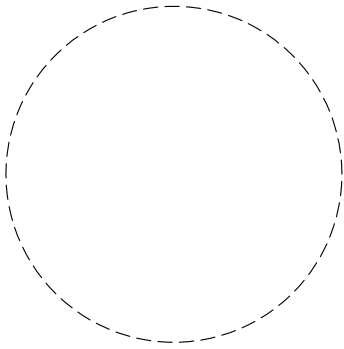
Commencing at the northwest corner of said Lot 2; thence South 03 degrees 27 minutes 09 seconds East along the west line of said Lot 2, a distance of 47.76 feet to the point of beginning; thence continuing South 03 degrees 27 minutes 09 seconds East along said west line, a distance of 42.24 feet; thence North 86 degrees 32 minutes 51 seconds East, a distance of 52.08 feet; thence South 48 degrees 27 minutes 09 seconds East, a distance of 41.30 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 112.64 feet; thence North 86 degrees 32 minutes 13 seconds East, a distance of 60.00 feet; thence North 03 degrees 27 minutes 47 seconds West, a distance of 155.91 feet; thence South 86 degrees 32 minutes 13 seconds West, a distance of 47.89 feet; thence North 03 degrees 27 minutes 47 seconds a distance of 38.20 feet; thence North 86 degrees 32 minutes 13 seconds East, a distance of 40.50 feet; thence North 32 degrees 49 minutes 47 seconds West, a distance of 43.29 feet to the north line of said Lot 2; thence South 86 degrees 32 minutes 51 seconds West along said north line, a distance of 18.34 feet; thence 49.17 feet along a non-tangential curve to the right having a central angle of 41 degrees 07 minutes 32 seconds, a radius of 68.50 feet, a chord bearing of South 31 degrees 06 minutes 58 seconds West and a chord length of 48.12 feet; thence South 03 degrees 11 minutes 06 seconds East, a distance of 8.27 feet; thence South 86 degrees 39 minutes 51 seconds a distance of 66.96 feet to the west line of said Lot 2 and to the point of beginning.

Said parcel contains 15,256 square feet, more or less, and is subject to all existing easements of record.

### CERTIFICATION

I, Dain K. Erickson, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Dain K. Erickson  
North Dakota Professional Land Surveyor  
License Number LS-5582



TEMPORARY EASEMENT - PARCEL 5  
32ND AVE S - LIFT STATION #27  
LOT 2, BLOCK 2,  
HARWOOD GROVES COMMERCIAL PARK  
SECTION 30, T139N, R48W  
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151  
Date: 11/13/2023  
Drawn By: Aaron H  
Checked By: Dain E  
Approved By: Dain E



## MEMORANDUM

DATE: December 20, 2023

TO: Fargo Park Board Facilities Committee

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. 3 – Review Amendment No. 1 to the Rose Creek Restaurant Lease

---

As staff has negotiated the current lease agreement with CJs Tavern, the question of ownership of the assets has been brought up. There are items that each party currently own that could be considered “attached” to the facility including tables and chairs, and kitchen equipment. There are other assets that would fall in the category of “service providing” amenities. The flatware, dishes, glassware, tv, and other items that are needed by the restaurant to provide their services.

An agreement has been drafted by our legal counsel to help clarify the responsible party for the long-term purchase and replacement of those assets. This document defines when the transfer of those assets would take place. It is scheduled for the beginning of the 4<sup>th</sup> year of the lease term. Staff recommends that as an appropriate time because the current lease rent payment increases at that time. Also, this timeline provides the tenant an opportunity to establish their business and prove themselves as dedicated to Rose Creek restaurant operations.

A draft of the document is attached and is currently being reviewed by the tenant. Further discussion at the Facilities Committee meeting will share any changes requested by either party.

Thank you.

**FIRST AMENDMENT TO LEASE**

This **First Amendment to Lease** the (“First Amendment”) is effective the \_\_\_\_ day of January, 2024, by and between by and between **Park District of the City of Fargo**, 701 Main Avenue, Fargo, North Dakota 58103 ("Landlord"), and **Up North Hospitality, LLC d/b/a CJ’s Tavern**, a North Dakota limited liability company whose post off address is 201 5th Street North, Suite 1600, Fargo ND 58102 (“Tenant”).

**Whereas**, Landlord and Tenant entered into a lease dated \_\_\_January 1, 2024\_\_\_, wherein Tenant agreed to lease (the “Lease”) from Landlord a portion of the main clubhouse at the Rose Creek Golf Course for the operation of a bar and restaurant.

**Whereas**, the parties desire to enter into this First Amendment to certain terms to the Lease as described in this First Amendment.

**Now, therefore**, for good and valuable consideration, the parties hereby agree as follows:

1. Section 15 of the Lease is amended by adding a new Section 15.4 as follows:

15.4 Due to the need to by Tenant to replace the “Service Assets” (as defined in this Section) on a regular basis and under the condition that Tenant is not in default of any terms of this Agreement at the time, ownership of the Service Assets shall be transferred from Landlord to Tenant on December 31, 2026. No cash consideration will be payable by Tenant to Landlord at the time of transfer. Tenant shall be responsible to replace all Service assets at Tenants sole expense after December 31, 2026.

For the purposes of this Section, Service Assets shall include all glassware, flatware, dishes, used by Tenant for provided food and beverages to customers. Televisions used in the restaurant are also included. At the time of transfer, the parties shall conduct an inventory of the Service Assets being transferred.

2. Except as amended hereby, all other terms and conditions of the Lease remain in full force and effect.

**Tenant:**

**Up North Hospitality, LLC d/b/a CJ’s Tavern**

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

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

**Landlord:**

**Park District to the City of Fargo**

\_\_\_\_\_  
By: Dr. Joe Deutsch

Its: President



## MEMORANDUM

DATE: December 20, 2023

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager and Tony Schmitt, Park Director

RE: Agenda Item No. 4 – Request Permission to bid Yunker Farm Dog Park Project, Anderson Softball Lighting Replacement, and 2024 Capital Fencing Projects

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid Yunker Farm Dog Park Project, Anderson Softball Lighting Replacement, and 2024 Capital Fencing Projects.

Yunker Farm Dog Park Project will consist of a new parking lot, fencing, seating, dog waste stations, water stations, shade structures, and obstacle course equipment. This project was identified in the master plan to be moved to the north side of the park. From a strategic perspective, it is crucial to prioritize the completion of this development in sequence, as it must be relocated before other components of the master plan can be executed. Funds for this project are budgeted in 2024.

Anderson Softball Lighting Replacement will consist of replacing field lights at Anderson Softball Complex. The project involves the removal and replacement of two to four fields, contingent on the estimates. Funds for this project are budgeted in 2024.

2024 Capital Fencing Projects will consist of fencing projects at Rheault Farm, South Park Maintenance Shop Yard, and North Softball Complex Shop Yard. These projects were identified as a priority within the park district to improve security and aesthetics at these areas. Funds for this project are budgeted in 2024.

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.

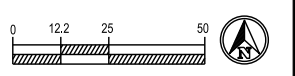
Thank you.

11/13/23 08:13:46AM C:\Users\TKRCH-1\AppData\Local\Temp\AcPublish\_1520\Yunker Farm Dog Park Concept 2023.dwg



**YUNKER FARM DOG  
PARK CONCEPT**

XXXXXX  
XXXXXX  
Fargo, ND 58102



THIS SET OF PLANS SHOULD BE CONSIDERED PRELIMINARY AND NOT FOR ANY BIDDING, FINAL ESTIMATE OR CONSTRUCTION. THIS SET OF PLANS SHALL NOT BE DEEMED FINAL UNTIL ALL APPROVALS HAVE BEEN OBTAINED FROM ALL CODE AUTHORITIES HAVING JURISDICTION. ANY BID SUBMITTED, BASED ON THIS SET OF PRELIMINARY PLANS, IS SUBJECT TO CHANGE AND IS INCOMPLETE.

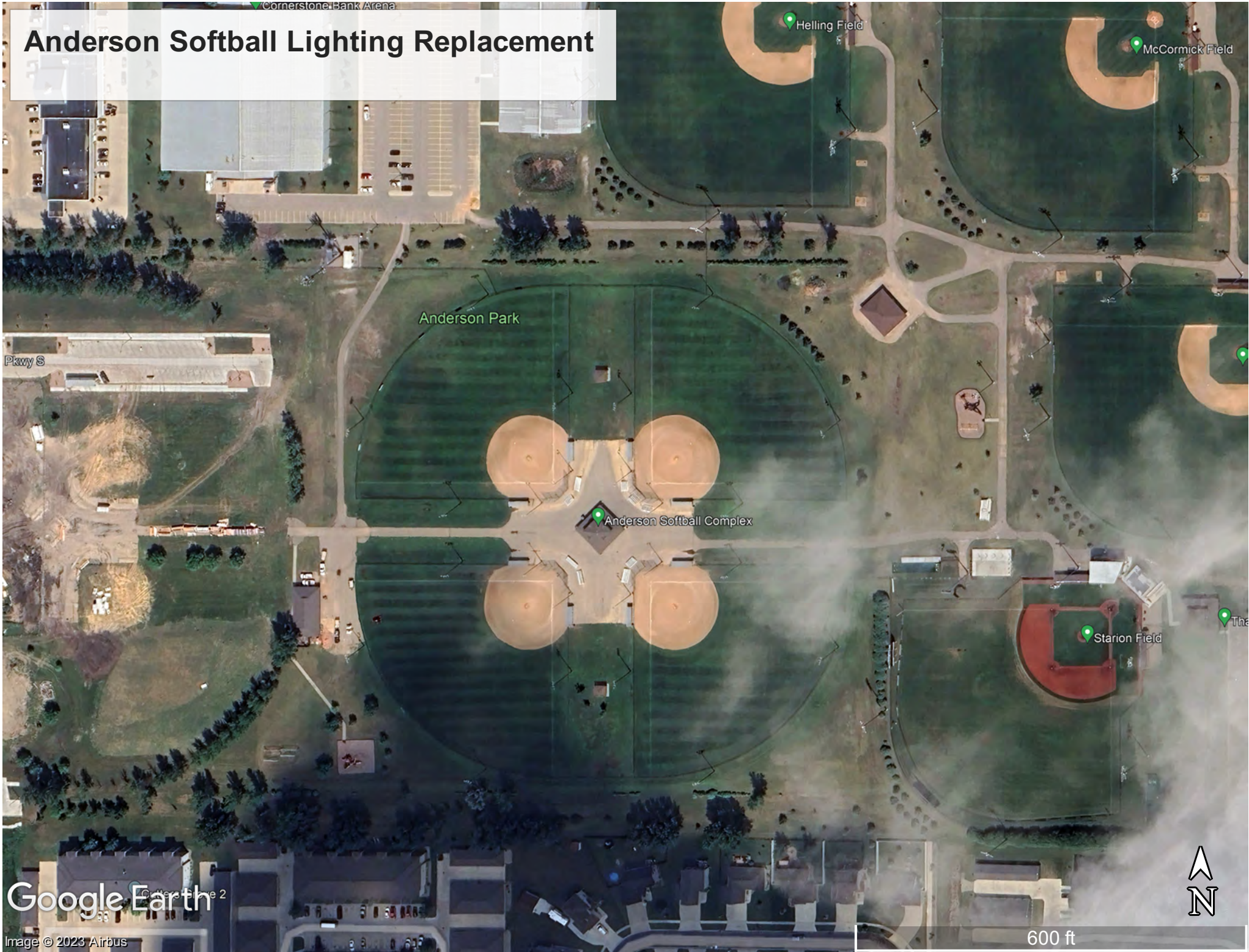
FP JOB #: XXXXX

**L100**

SITE PLAN

Nov. 13, 2023

# Anderson Softball Lighting Replacement



Helling Field

McCormick Field

Anderson Park

Pkwly S

Anderson Softball Complex

Starion Field

The...







INSTALL ±1,165 LF OF 6' CHAIN LINK FENCE W/ SLATS SHALL MATCH EXISTING FENCE

EXISTING FENCE

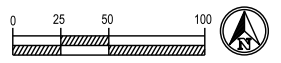
EXISTING FENCE

25TH STREET SOUTH

SITE PLAN

**RHEAULT FARM FENCE REPLACEMENT**

XXXXXX  
XXXXXX  
Fargo, ND 58102



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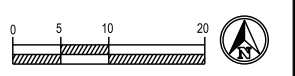
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**L100**



**NORTH SOFTBALL  
COMPLEX FENCE**

XXXXXX  
XXXXXX  
Fargo, ND 58102



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FP JOB #: XXXXX

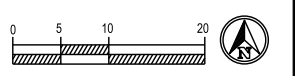
SITE PLAN

**L100**



**SOUTH SHOP FENCE**

XXXXXX  
XXXXXX  
Fargo, ND 58102



THIS SET OF PLANS SHOULD BE CONSIDERED PRELIMINARY AND NOT FOR ANY BIDDING, FINAL ESTIMATE OR CONSTRUCTION. THIS SET OF PLANS SHALL NOT BE DEEMED FINAL UNTIL ALL APPROVALS HAVE BEEN OBTAINED FROM ALL CODE AUTHORITIES HAVING JURISDICTION. ANY BID SUBMITTED, BASED ON THIS SET OF PRELIMINARY PLANS, IS SUBJECT TO CHANGE AND IS INCOMPLETE.

FP JOB #: XXXXX

SITE PLAN

**L100**



## MEMORANDUM

DATE: December 20, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 5 - Consideration of 2024 Park District Maintenance Equipment Bids

---

The 2024 Park District Maintenance Equipment Bids were received and publicly opened on Wednesday, December 13, 2023, at 1:00 p.m., at the Park District Office. Attached to this memo is the bid tab, equipment photos, and staff recommendations narrative.

<b>Item#</b>	<b>Quantity</b>	<b>Description</b>
1	1	16 ft. Rotary Mower
2	1	130-150 HP 4wd Tractor w/Front Mounted PTO and Snowblower
3	1	Medium Duty Long Box Utility Vehicle
4	1	Wheel Loader Snowblower
5	1	12.5 ft. Rotary Mower
6	1	Tractor
7	2	Commercial Tri-Plex Greens Mower
8	1	Electric Medium Duty Utility Vehicle
9	1	100" Fairway Mower
10	1	Medium Duty Utility Vehicle
11	1	Engine Driven Debris Blower
12	1	Sand Bunker Rake
13	1	300 Gallon Sprayer Unit

After review of the bid information, staff recommends:

Accepting the bid package #1 from MTI Distributing, Inc. in the amount of \$609,161 for the following. By purchasing these 10 items as a package, versus individually the park district would realize a savings of \$53,665.

- Item #1 – Toro 5910-D Groundsmaster Rotary Mower w/16 ft. deck in the bid amount of \$158,328
- Item #3- Toro Workman GTX Long Box Utility Vehicle in the bid amount of \$14,973
- Item #5- Toro 4700-D Groundsmaster Rotary Mower w/12.5 ft. deck in the bid amount of \$108,703.
- Item #7 (2)-Toro Greensmaster 3320 Triflex Greens Mowers in the bid amount of \$53,041 for a total of \$106,092
- Item #8-Toro Workman MDX Lithium Electric Medium Duty Utility Vehicle in the bid amount of \$22,551
- Item #9-Toro 5410-D Groundsmaster Reel Mower w/100" deck in the bid amount of \$83,689
- Item #10-Toro Workman MDX Utility Vehicle in the bid amount of \$13,951
- Item #11-Toro Proforce Debris Blower in the bid amount of \$10,242
- Item #12-Toro Sandpro 5040 Sand Bunker Rake in the bid amount of \$31,188
- Item #13-Toro Multipro 5800 300 Gallon Sprayer in the bid amount \$78,170 and 34,939 alternate for a GPS Unit for a total of \$113,109

Accepting the following items from Acme Electric:

- Item #2-Kubota 130 HP 4wd Tractor w/ Normand Snow Blower in the bid amount of \$155,631 and \$1,815 alternate for a side discharge for a total amount of \$157,446
- Item #6- Kubota L5460HST Tractor in the bid amount of \$42,450

Accepting the following item from Butler Machinery:

- Item #4- Snow Wolf Wheel Loader Snow Blower in the bid amount of \$64,999

We had a total budget amount of \$902,450 for the above 2024 Park District Capital Equipment purchases. Total purchase price if all bids of accepted as presented above is \$874,056.

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.

**Item. 1**  
**16ft Rotary Mower**

MTI Distributing, Inc.  
Toro 5910-D  
\$ 158,328



**Item. 2**  
**130 – 150 HP FWD Tractor with  
Front Mounted 3 point and PTO system and  
Snow blower**

Acme Tools  
M6-1310DTC-F Tractor & N102-342H Blower  
\$ 157,446



**Item. 3**  
**Medium Duty Long Box Utility Vehicle**

MTI Distributing, Inc.  
Toro Workman GTX  
\$ 14,973



**Item. 4**  
**Wheel Loader Snow Blower**

Butler Machinery, Co.  
HitchDoc HDS 9200  
\$ 64,999



**Item. 5**  
**12.5 Rotary Mower**

MTI Distributing, Inc.  
Toro 4700-D  
\$ 108,703



**Item. 6**  
**Tractor**

Acme Tool.  
Kubota L5460HST  
\$ 42,450



**Item. 7**  
**2 Commercial Tri-Plex Greens Mower 14 Blade Electric Blades**

MTI Distributing, Inc.  
Toro Greensmaster 3320 TriFlex  
\$ 53,041  
Ext. \$ 106,092



**Item. 8**  
**Electric Medium Utility Vehicle**

MTI Distributing, Inc.  
Toro Workman MDX-Lithium  
\$ 22,551



**Item. 9**  
**100" Fairway Mower**

MTI Distributing, Inc.  
Toro 5410-D  
\$ 83,689



**Item. 10**  
**Medium Duty Utility Vehicle**

MTI Distributing, Inc.  
Toro Workman MDX  
\$ 13,951



**Item. 11**  
**Self-Contained Engine Driven Debris Blower**

MTI Distributing, Inc.  
Toro Proforce Debris Blower  
\$ 10,242



**Item. 12**  
**Sand Bunker Rake**

MTI Distributing, Inc.  
Toro Sandpro 5040  
\$ 31,188





**Item. 13**

**300 Gallon Sprayer Unit**

MTI Distributing, Inc.

Toro MultiPro 5800

\$ 78,170 + \$34,939 GPS Alternate = \$113,109



## **Fargo Park District Equipment Recommendations**

### **Item. 1 – 16ft. Rotary Mower 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$158,328.00 for the Toro 5910-D. This unit meets or exceeds all specifications. This was the only bid received for this item.

### **Item. 2 – 130-150 Horsepower 4WD Tractor with Front Mounted 3/Point PTO System and Front Mounted Snow Blower 2024 or Current Model**

Staff recommends accepting the bid submitted by Acme Tools in the amount of \$155,631.00 for the Kubota M6-1310DTC-F with N102-342H Snow Blower. This unit meets or exceeds all specifications. This was the cheaper of two bids received for this bid.

### **Item. 2 - Add Alternate 1 – Side Discharge**

Staff recommends accepting this add alternate for the side discharge for the price of \$1,815.00 on the snowblower for the tractor that was specified. This feature allows more snow to be blown out of the snowblower when needed.

### **Item. 3 – Medium Duty Long Box Utility Vehicle 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$14,973.00 for the Toro Workman GTX. This unit meets or exceeds all specifications. This was the cheaper of two bids received.

### **Item. 4 – Wheel Loader Snow Blower 2024 or Current Model**

Staff recommends accepting the bid submitted by Butler Machinery in the amount of \$64,999 for the HitchDoc HDS 9200. This unit meets or exceeds all specifications. This was the more expensive bid. This unit comes factory with side discharge and truck loading chute features standard. The other bid doesn't allow for side discharge, and we would need to add the alternate of a truck loading chute. In conclusion this does not meet add alternate specifications for the type of equipment desired.

### **Item. 5 – 12.5ft Rotary Mower 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$108,703.00 for the Toro 4700-D. This unit meets or exceeds all specifications. This was the only bid received for this item.

### **Item. 6 – Tractor 2024**

Staff recommends accepting the bid submitted by Acme Tools in the amount of \$42,450 for the Kubota L5460HST. This unit meets or exceeds all specifications. This was the middle price of three bids received. This unit has more features and capabilities (speed control and gear selections) for the jobs we need it to perform.

### **Item. 7 – 2 Commercial Tri-Plex Greens Mower with 14 Blade Electric Blades 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$53,041.00 for a total of \$106,092.00 for the two Toro Greensmaster 3320 TriFlex's. This unit meets or exceeds all specifications. This was the cheaper of two bids.

**Item. 8 – Electric Medium Utility Vehicle 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$22,551.00 for the Toro Workman MDX-Lithium. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 9 – 100” Fairway Mower 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$83,689.00 for the Toro 5410-D. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 10 – Medium Duty Utility Vehicle 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$13,951.00 for the Toro Workman MDX. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 11 – Self Contained Engine Driven Deris Blower 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$10,242.00 for the Toro Proforce Debris Blower. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 12 – Sand Bunker Rake 2024 or Current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$31,188.00 for the Toro Sandpro 5040. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 13 – 300 Gallon Sprayer Unit 2024 or current Model**

Staff recommends accepting the bid submitted by MTI in the amount of \$78,170.00 for the Toro Multi Pro 5800. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item 13-Add Alternate 1-GPS Unit**

Staff recommends accepting this add alternate as its included in the bid package provided by MTI. Individual purchase cost is \$34,939.

	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Item 13	Item 16-Alternate	Item 17-Alternate	Item 18-Alternate	Addendum 1		
	16 ft Rotary Mower 2024 or Current Model	130-150 Horsepower 4WD Tractor with Front Mounted 3/Point PTO System and Front Mounted Snow Blower 2024 or Current Model	2024 Medium Duty Long Box Utility Vehicel	Wheel Loader Snow Blower 2024 or Current Model Year	12.5 ft Rotary Mower 2024 or Current Model Year	2024 Tractor	2024 Commercial Tri-Plex Greens Mower with 14 Blade Electric Blades (2)	2024 Electric Medium Utility Vehicle	2024 100" Fairway Mower	2024 Medium Duty Utility Vehicle	2024 Self Contained Engine Driven Debris Blower	2024 Sand Bunker Rake	2024 300 Gallon Sprayer Unit	130-150 Horsepower 4WD Tractor with Front Mounted 3/Point PTO System and Front Mounted Snow Blower 2024 or Current Model	Wheel Loader Snow Blower 2024 or Current Year Model	2024 300 Gallon Sprayer Unit		Est. Delivery Date	All Equipment Bid
Bidder																			
Bulter Machinery Cppany				\$64,999.00														In Stock	
				HitchDoc HDS 9200 Work Tool															
Acme Equipment		\$155,631.00		\$62,779.00		\$42,450.00								\$1,815.00	\$5,500.00			Item 1 - June 2024 Item 4 - 4-6 weeks Item 6 - April 2024	
		Kubota MG-1310TC-F Normand N102-342H		Snow Wolf 330-100-H		Kubota L5460HST													
Acme Equipment		\$206,473.00				\$36,550.00								\$1,815.00				Item 2 - October 2024 Item 6 - April 2024	
		Kubota M7-154D Normand N112-342H				Kubota MX5400HST													
MTI Distributing, Inc. Bid#1	\$158,328.00		\$14,973.00		\$108,703.00		\$53,041.00	\$22,551.00	\$83,689.00	\$13,951.00	\$10,242.00	\$31,188.00	\$78,170.00					Spring 2024	\$609,161.00
	Toro 5910-D		Toro Workman GTX		Toro 4700-D		Toro Greensmaster 3320 TriFlex	Toro Workman MDX-Lithium	Toro Reelmaster 5410-D	Toro Workman MDX	Toro Proforce Debris Blower	Toro Sandpro 5040	Toro MultiPro 5800						
Above Par Tech of Iowa, LLC													\$112,000.00					Aug.1, 2024	
													Above Par Tech River 300						
VanWall			\$34,814.77			\$48,075.28	\$55,192.41	\$15,749.15	\$81,964.82	\$13,799.97	\$9,600.00	\$28,964.79	\$65,782.80						\$62,000.00
			John Deere ProGator 2020A In Stock			John Deere 4066R 4-6 mos. delivery	John Deere 2700 Ecut 12-16 mos. Delivery	John Deere Gator GS Electric 6-12 mos. delivery	John Deere 7500 A Precision Cut 12-16 mos. delivery	John Deere TX Turf Gator In Stock	Buffalo Turbine KB6 1-2 mos.	John Deere TruFinish 1220 2-3 mos. Delivery	John Deere 2030A w/HD300 Selectspray 12-16 mos. Delivery						
Dakota Custom Turf, LLC											\$9,444.00							In Stock Ready to Deliver	
											Buffalo Turbine KB6								



## MEMORANDUM

DATE: December 20, 2023

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 6 - Consider request to apply for a Minnesota Twins  
Community Fund Grant

---

Staff is requesting permission to apply for a Minnesota Twins Community Fund Grant in January 2024.

The Twins Community Fund's Twins Fields for Kids program provides financial support to improve baseball and/or softball facilities for youth in the Upper Midwest and Southwest Florida. The program makes matching grants to nonprofit organizations and local government units that operate baseball and/or softball programs.

Matching grants up to \$15,000 are available for the renovation or construction of baseball and/or softball fields used primarily by youth. Eligible renovation projects include the upgrading of essential field components, such as new sod, infield, fencing and dugouts. If awarded, the matching funds would allow for the purchase of players benches for the 2024 softball field dugout upgrade and/or portable pitching mounds for bullpens areas at the baseball fields at the Anderson/Tharaldson Complex.

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

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

Thank you.



## MEMORANDUM

DATE: December 19, 2023

TO: Fargo Park Board Facilities Committee

FROM: Broc T. Lietz, Finance Director

RE: Agenda Item No. 7 - Review request to advertise for Request for Proposals for sale of Depot

---

At the September 20, 2023, Facilities Committee Meeting, we began a discussion about future action regarding the potential sale of the Depot. In preparation for future consideration of the process of selling, administration recently received an updated appraisal for the property from Appraisal Services Inc. Attached to this memo is the cover letter from the appraisal.

We are asking for your direction to seek Request for Proposals for realtor services for the sale of the Depot.

If you have any questions prior to the meeting, please feel free to reach out to me for further discussion.

Thank you.

# Appraisal Services Inc.

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

1220 Main Avenue, Suite 125  
Fargo, ND 58103-8201  
Phone (701) 235-1189  
Fax (701) 235-9465  
[www.asind.com](http://www.asind.com)

December 11, 2023

Mr. Broc Lietz  
Fargo Park District  
701 Main Avenue  
Fargo, ND, 58102

Dear Mr. Lietz:

Per your request, I have completed an appraisal of the following described property:

Depot Property  
701 Main Avenue  
Fargo, ND

This appraisal report was prepared at the request of the Fargo Park District to develop an opinion of the property's market value. The intended user is limited to Fargo Park District. It is not to be relied on by any other parties for any other purpose.

The appraised property is improved with a two-story, masonry train depot building that was constructed in 1898. It is positioned on a narrow rectangular parcel with about 680 feet of frontage on Main Avenue and a fee-owed depth ranging from 64 feet to 74.50 feet. The width of the site is expanded 29.5 feet to 30 feet by two permanent easements, allowing encroachment of the main building and areas for on-site parking and walkways unto adjacent railroad right-of-way. The building has been renovated into office space and is occupied by the Fargo Park District. Additional site improvements include a small park area and on-site parking for 70 parking spaces.

This appraisal relates the conditional fee simple interest (subject to easements), as if vacant and ready for occupancy.

I personally viewed the interior and exterior of the appraised property. Based on the appraisal analysis summarized herein, it is my opinion that the market value of the conditional fee simple interest in the appraised property, as of December 8, 2023, is \$1,600,000.

The appraised value includes the site, existing building, and site improvements. The appraised value does not include any of the occupant's furniture, fixtures, and equipment.

The value conclusion does not include the current balance of special assessments, which are reported to be \$147,391.07. It is customary in the local area for the buyer to assume special assessments since they are normally financed at low simple interest rates. The comparable site and improved property sales utilized in this analysis also excludes their special assessment balances.

Mr. Lietz

December 11, 2023

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The accompanying appraisal report contains a summary of the data, reasoning and analysis, which was used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation has been retained in the appraiser's work file. The report is considered to conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal assignment was not based on a requested minimum valuation or specific valuation or approval of a loan. The appraised value reflects a typical exposure period of 6 to 12 months. Due to stable market conditions, the marketing time was also estimated to be 6 to 12 months.

Respectfully submitted,

APPRAISAL SERVICES INC.



Petter N. Eriksmoen, MAI

ND Certified General Appraiser #CG-21517

MN Non-Resident Appraiser: Certified General License #40367366

PNE/tim





## MEMORANDUM

DATE: December 19, 2023

TO: Fargo Park Board Facilities Committee

FROM: Broc Lietz, Finance Director

RE: Agenda Item No. 8 - Review the designation of depositories of public funds

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The Fargo Park District is required in each even-numbered year to designate depositories as prescribed in NDCC 21-04-13. The District currently utilizes the following financial institutions as depositories for its funds:

- Bell Bank
- Starion Bank
- Wells Fargo Bank
- KodaBank
- Bremer Bank
- Cornerstone Bank
- Bank North
- Stock Growers Bank
- The Goose River Bank
- Lincoln State Bank
- Bravera Bank

If you have any questions prior to the meeting, please feel free to reach out to me for further discussion.

Thank you.