



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, APRIL 9, 2024 AT 5:30 P.M.** IN THE BOARD ROOM OF THE PARK DISTRICT OFFICES AT 701 MAIN AVENUE, FARGO, WITH PRESIDENT JOE DEUTSCH, PRESIDING. **Please note:** This is an in-person event and streamed virtual. Members of the public and media can view the live meeting at [www.fargoparks.com/news/park-board-meeting-april-agenda-2024](http://www.fargoparks.com/news/park-board-meeting-april-agenda-2024)

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

**Consent Agenda** - approve the following:

- a. Minutes - March 12, 2024
- b. March Bills
- c. Updates to HR Policies-Donation of Vacation and Sick Leave Policy No. 235, Authorized Use of Park District Vehicles Policy No. 330 and Vacation Policy No. 230.
- d. Lease transfer at H.A. Thompson & Sons Arena.
- e. Permission to solicit for Request for Proposals for a Park System Master Plan.

**Regular Agenda**

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Fargo-Moorhead Trailbuilders Presentation; Laurens Robinson and Tim Krieg, presenters.
- 4. Adjourn

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
OF THE FARGO PARK DISTRICT OF MARCH 12, 2024**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, March 12, 2024, at 5:30 p.m. at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Aaron Hill, Jerry Rostad, Dawn Morgan, and Vicki Dawson. Also present were: Susan Faus, Carolyn Boutain, Broc Lietz, and Jeffrey Gunkelman.

**Approval of Agenda**

Commissioner Jerry Rostad moved and Commissioner Vicki Dawson seconded a motion to approve the agenda. Upon call of the roll, the motion passed unanimously.

**Approval of Amended Consent Agenda**

Commissioner Vicki Dawson moved and Commissioner Jerry Rostad seconded a motion to approve the following actions on the consent agenda:

- (a) The minutes from February 13, 2024 meeting;
- (b) The February 2024 bills;
- (c) Consideration of Fargo-Moorhead Trailbuilders Request for Trail Extension;
- (d) Award bid to Precision Fence in the amount of \$32,910.00 for the North Softball Complex Fencing Project; and to award bid to American Security and Gate Company in the amount of \$41,785.00 for the south Maintenance Fence Project;
- (e) Amendment No. 2 to Restaurant Lease for Edgewood Golf Course;
- (f) Award bid to Master Construction Company, Inc. in the amount of \$556,757.00 for Concrete Project A; and award bid to Master Construction Company, Inc. in the amount of \$711,297.50 for Concrete Project B; and
- (g) Updated Valley Senior Services Transit Drug and Alcohol Testing Policy.

Upon call of the roll, the motion passed unanimously.

**Public Comments**

Members of the public were afforded the opportunity to discuss issues with the Board.

**Director's Report**

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

**Department Update – Food and Beverage**

The Food and Beverage Department of the Fargo Park District presented to the Board.

## **Approval of Purchase Agreement for Sale of Robert D. Johnson Recreation Center to Cass County**

Broc Lietz presented this matter. It was noted that Cass County has already executed the Purchase Agreement. It was noted that this is the final step in process of selling the building to Cass County for \$825,000.00 as previously agreed upon. It was noted that the parties intend to close on the sale and purchase of the building before the end of March 2024.

Commissioner Dawn Morgan moved and Commissioner Jerry Rostad seconded a motion to approve the Purchase Agreement for the Sale of the Robert D. Johnson Recreation Center to Cass County as presented to the Board. Upon call of the roll, the motion was approved unanimously.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:05 p.m.

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Jeff Gunkelman, Kennelly Business Law, Clerk



## MEMORANDUM

DATE: April 3, 2024

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (c) – Policy 235 – Donation of Vacation and Sick Leave

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The HR taskforce would like to expand the donation of leave to include an employee's sick leave. Currently an employee may only donate leave from their vacation leave. By expanding the donation options this will only enhance an already great program for those employees that are in need of donations.

This was reviewed at the March 13<sup>th</sup> Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

**Sample Motion:** I make a motion to approve Donation of Vacation and Sick Leave Policy 235 as presented.

PARK DISTRICT OF THE CITY OF FARGO  
**DONATION OF VACATION AND SICK LEAVE POLICY**  
POLICY NO. 235

Date Approved by Park Board 12/12/17, 4/9/24      Date Reviewed by HR 8/4/21,4/9/24

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The Fargo Park District (FPD) provides employees the opportunity to donate accrued vacation and sick leave hours to assist employees who have exhausted all their vacation and sick bank hours due to unforeseen circumstances beyond the employee's control.

The party requesting the donation ("Recipient") must be a current benefited FPD employee and:

- 1) has worked for the FPD for at least 30 days
- 2) has exhausted, or anticipates exhausting, all vacation and sick bank hours due to a qualifying leave reason under the guidelines of the Family Medical Leave Act.
- 3) has completed a Request for Donation of Accrued Vacation and Sick Leave form ("Recipient Form") and has Director and HR approval
- 4) is not currently on any form of discipline or performance improvement plan.

The party contributing the vacation or sick leave hours ("donor") must also be a current benefited FPD employee, and

- 1) has a minimum of 200 hours of combined vacation and sick hours remaining in his/her bank following the donation of vacation or sick leave hours.

A donor's vacation or sick leave hours can only be donated in 4 hour increments up to a maximum of 40 hours per Recipient per donor per qualifying event. All donations for a Recipient will be used or applied in the order the Donor Forms are received and approved. Once the Donor Form is submitted and processed by Human Resources, the donations cannot be rescinded by the donor.

Donations are transferred to the account of the Recipient and are calculated on an hourly basis at the rate of Recipient's salary. All donations will be placed in Recipient's sick leave balance within the pay period in which the hours are used by Recipient.

The cumulative amount of donations added to an employee's existing leave balance may not exceed 12 work weeks (480 hours).

Donating vacation or sick leave hours pursuant to the policy is completely voluntary and neither a potential Recipient nor the Park District staff shall promote or otherwise pressure any employee to make such a donation.



## MEMORANDUM

DATE: April 3, 2024

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (c) - Policy 330 – Authorized Use of Park District Vehicles

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The Safety Committee recommends “Texting is prohibited for all drivers in ND and MN per their state laws”, be included in this policy to bring awareness that texting is prohibited by State Laws and that no texting while driving is not just simply a Park District policy.

This was reviewed at the March 13<sup>th</sup> Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

**Sample Motion:** I make a motion to approve Authorized Use of Park District Vehicles Policy 330 as presented.

PARK DISTRICT OF THE CITY OF FARGO  
**AUTHORIZED USE OF PARK DISTRICT VEHICLES**  
POLICY NO. 330

Date Approved by Park Board 03/17/09, 4/9/24

Date Reviewed by Staff 02/01/18, 4/9/24

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The Executive Director may authorize a Park District employee to take Park District vehicles home at night or for a specified use of a Park District vehicle.

No other Employees are authorized to use Park District vehicles except during working hours. At no time can Park District vehicles be used for personal use.

Improper or unauthorized use of District vehicles or equipment will result in disciplinary action.

All District employees are required to wear a seatbelt while driving or riding in a District vehicle or within their own vehicle while being use for District business.

All Park District Employees driving a Park District vehicle must have a valid driver's license on their person at all times. At no time shall a Park District Employee allow anyone who is not a Park District Employee to operate a Park District vehicle.

Employees are to refrain from using a cell phone while driving a District vehicle. Employees are not required to answer a cell phone while driving and if they choose to do so, they are encouraged to safely move to the side of the road before conversing.

Employees are not allowed to text or send other electronic messages while driving a District vehicle. Texting is prohibited for all drivers in North Dakota and Minnesota per their state laws. Additionally, employees must maintain control of the District vehicle and not operate the vehicle while distracted.

All Park District vehicles will be identified with a Park District decal no smaller than 11" x 3" in size.

The unauthorized transportation of non-employees in Park District vehicles is prohibited (in accordance with the Park District Safety Manual).

Refer to the Procedure for Mileage Reimbursement of Personal Vehicles for instruction on how to be reimbursed for approved mileage for business use of your own vehicle.



## MEMORANDUM

DATE: April 3, 2024

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (c) – Policy 230 – Vacation

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The changes in this policy are housekeeping only. We are changing the HR Manager title to HR Director.

This was reviewed at the March 13<sup>th</sup> Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

**Sample Motion:** I make a motion to approve Vacation Policy 230 as presented.



PARK DISTRICT OF THE CITY OF FARGO  
VACATION  
POLICY NO. 230

Date Approved by Park Board 06/14/11, 12/13/22, 4/9/24  
Date Reviewed by Staff 11/1/2022, 2/3/24

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Annual vacation, with pay, is granted to all regular full-time Employees. Departmental operations normally determine when vacation will be taken. Consideration is first given to departmental needs, then to Employee's departmental seniority, and finally to the Employee's preference. Vacation is earned as follows:

Regular Full-time Employees:

<u>YEARS OF SERVICE</u>	<u>HOURS PER MONTH</u>	<u>HOURS PER YEAR</u>
Benefit Eligibility Date - End of Year 3	8	96
Start of Year 4 - End of Year 7	10	120
Start of Year 8 - End of Year 12	12	144
Start of Year 13 - End of Year 18	14	168
Start of Year 19 and Over	16	192

Under special circumstances, to assist with recruitment, allow for negotiations regarding an employee's starting accrual levels and/or annual vacation leave beginning balances other than 0. This request must be approved by the Department Director, Direct Supervisor, and HR Director , before offered to the potential employee. Years of service will be computed from Employee's benefit eligibility date.

Accumulated vacation time, up to 240 hours, will be carried forward to the next fiscal year. Any accumulation in excess of 240 hours, as of the 26<sup>th</sup> payroll will be forfeited. Employee upon termination will be paid out unused leave balance. In case of death, an active Employee's beneficiary will be paid for all of the Employee's earned unused vacation time.

An Employee must request and obtain authorization from their supervisor before taking vacation. Requests and authorizations are obtained through our time and attendance system. Supervisor must respond to the request for vacation within 3 business days. Supervisors will either approve or deny the request. Vacation requests three (3) days or longer, must have supervisor's permission two (2) weeks prior to dates requested.

Exempt employees are expected to take minimum of 4 hours of vacation if they are at the workplace for less than 4 hours on that day and that is designated as a regular full workday and should be commensurate with the hours at the workplace to reflect a full workday. Exempt employees are expected to take 8 hours of vacation if they are gone for the entire scheduled workday. Exempt employees are required to take vacation time if they are missing regular scheduled hours of work due to performing work in which they are being compensated for at

another entity. (Example: being a referee, coach, committee or second job). This includes travel time to and from such places.

Occasionally at the point a job offer is extended, a potential employee will request time off early in their employment due to previous commitment. If the department head approves the time off, the employee must use all of the annual leave accrued at the time of the leave before going into an unpaid leave status. Likewise, a current employee must exhaust their annual leave before going into an unpaid leave status for time off purposes and only upon the approval of the department head. HR needs to be notified before an employee can go into unpaid status.

If an employee becomes eligible to receive long-term disability benefits, or worker's compensation benefits, vacation leave accruals cease. An employee granted an approved leave of absence without pay will not accrue vacation leave during the leave of absence.

Employees cannot vacation their way out for retirement. The employee's official "retirement date" is the last day that employee physically works for the Park District.

Regular Part Time, Temporary Full Time and Seasonal Employees are not eligible for vacation leave.



## MEMORANDUM

DATE: April 4, 2024  
TO: Fargo Park Board Commissioners  
FROM: Susan Faus, Executive Director  
RE: Consent Agenda Item (d) - Lease Transfer at H.A Thompson & Sons Arena

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Fargo Youth Hockey Association, Inc. is the current tenant and holds the lease at the H.A Thompson & Sons Arena. Organization for Safe Athletics for Kids, Inc. approached the Park District seeking approval to transfer the lease of the space. Fargo Youth Hockey board of directors supports the change in operating and managing the facility.

The agreement reflects the following changes from the original lease:

1. Updated address of H.A Thompson & Sons Arena
2. Updated term of the lease June 1, 2024 – May 31, 2074
3. Updated section No. 6, Alterations to remove language no longer valid.
4. Updated section No. 7, Insurance to update general liability insurance limit from \$500,000 to \$2,000,000.
5. Updated section No. 10, Assignment to remove language limiting rentals by figure skating, Shanley High School, North High School, South High School, or North Dakota State University. Added language of intent that both parties agree that the premises and building are to be used for ice activities for the community's benefit. Fees will be set to pay operating costs at or near community market rates.
6. Updated section 11, Repairs, Maintenance and Utilities to add language that the Tenant must remit payment to Landlord within 30 days of receiving an invoice from Landlord.

It was recommended at the March 27, 2024 Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

Staff requests the Park Board to approve the lease transfer to Organization for Safe Athletics for Kids.

Please contact me with any questions.  
Thank you!

**Sample Motion:** I make a motion to approve the lease transfer to Organization for Safe Athletics for Kids.

Attachments

Lease with Organization for Safe Athletics for Kids. H.A. Thompson  
Lease with Fargo Hockey Association, Inc.

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

EXHIBIT C  
LEASE

THIS LEASE is made and entered into this 21 day of February, 2024, by and between the PARK DISTRICT OF THE CITY OF FARGO, a municipal subdivision and a Park District organized under Chapter 40-49 of the North Dakota Century Code, herein called "Landlord," and Organization for Safe Athletics for Kids, Inc., a nonprofit corporation, hereinafter called "Tenant."

In consideration of the covenants and promises contained herein, the parties agree as follows:

1. LEASED PREMISES. In consideration of the rentals herein reserved and the conditions, covenants and agreements herein contained to be kept, observed and performed by Tenant, Landlord does hereby lease and rent to Tenant the premises and building located at 831 17<sup>th</sup> Ave N, Fargo, ND.
2. USE. Tenant shall use and occupy the premises in the conduct of its business in accordance with its Charter and Bylaws as they now exist, provided that no such use shall be in violation of the statutes, laws, ordinances or regulations of the State of North Dakota, County of Cass, or the City of Fargo.
3. TERM. The term of this Lease shall be for a period of fifty (50) years beginning June 1, 2024, and ending May 31, 2074.
4. RENT. Tenant shall pay to Landlord at its offices in Fargo, North Dakota, an annual rental of One and no/100ths Dollar (\$1.00), payable on or before the 10th day of June of each year of the Lease term. Receipt of the first year's rent is acknowledged by Landlord.
5. ADDITIONAL RENT. All taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon, if Tenant fails to pay those items, and all other damages, court costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant, or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent, and in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent. As additional rent, Tenant shall pay among other things the following:
  - (A) All expenses for utilities incurred in connection with the leased premises.
  - (B) All expenses of maintenance and repair on the leased premises, including structural repairs to the building, the roof and the walls. Tenant shall maintain the leased premises, the exterior of the building, and the adjacent grounds subject to this Lease in good order and repair.
  - (C) All taxes and special assessments against the premises.

(D) The cost of insurance as herein provided.

6. ALTERATIONS. Tenant may, at its own expense and with the prior written consent of Landlord, make such changes in the business plan or such alterations and additions to the leased premises as are agreed upon in writing between Landlord and Tenant.
7. INSURANCE. Landlord, at its expense, shall carry fire and such other coverage as Landlord carries on other Park District buildings. Tenant shall carry appropriate insurance for Tenant's fixtures, equipment and other personal property located on the premises.

Tenant, at its expense, shall keep in force comprehensive general liability insurance policy with a single limit of not less than \$2,000,000 with Landlord named as an additional insured. At the request of Landlord, copies of insurance policies or certificates of insurance shall be delivered to Landlord. All policies shall require the insurance company to notify Landlord in writing prior to the cancellation of the insurance.

8. WAIVER OF SUBROGATION. All policies of insurance carried by either party covering the leased premises, fixtures, improvements, inventory and contents, shall expressly waive any right including subrogation on the part of the insurer against the other party.
9. DAMAGE OR DESTRUCTION. If the leased premises shall be totally damaged by fire or other casualty so as to become totally untenable, Tenant shall have the option of rebuilding the premises, at its expense, or terminating the Lease. If Tenant elects to terminate the Lease, the cost of demolition and restoring the land to its original condition shall be borne by Tenant. The proceeds of any insurance on the building, less the cost of demolition and restoration shall be paid to Tenant.

If the leased premises shall be partially damaged by fire, the premises shall be rebuilt as soon as reasonably possible at the expense of Tenant. If the premises are rebuilt, the proceeds of applicable fire insurance policies shall be used to pay for such rebuilding in whole or in part.

Under no circumstances does Landlord have any obligation to reconstruct the premises or pay for any part of the reconstruction.

10. ASSIGNMENT. Tenant shall not assign, sublet or mortgage this Lease or any right hereunder without prior written consent of Landlord. Landlord need not consent to any assignment or sublease for a use substantially dissimilar to Tenant's use of the premises.

This Lease may be assigned by Tenant to a lender selected by Tenant and approved by Landlord. If Tenant defaults under the terms of its loan, Landlord grants the lender the right to exercise Tenant's rights under this Lease and relet the premises for a period of time sufficient to discharge the obligation of Tenant to the lender at the time of default, but not including any subsequent advances, provided Landlord's written approval of any subtenant to whom the lender wishes to assign any rights under this Lease must be obtained. Landlord has the option

of paying Tenant's obligations to the lender in lieu of permitting any subleasing under this Lease.

It is the intent of both parties that the premises and building be used to facilitate ice activities for the community's benefit. Facility usage rates will be set to pay operating costs at or near community market rates.

11. REPAIRS, MAINTENANCE AND UTILITIES. Tenant shall keep the building and all other structures erected on the premises in good repair.

Tenant shall furnish all electricity, water, heat and other utilities used by Tenant at its own expense.

Tenant will not deface, injure or mar the premises or overload the floors and will not do or permit anything to be done on the premises or adjoining ways that would constitute a nuisance.

Tenant shall, at its own expense, keep the premises, including the interior, exterior and structure of the building and equipment, fixtures and appliances upon the premises in good repair and in good sanitary condition and shall replace all broken glass with glass of the same quality.

If Tenant does not repair or replace any parts of the premises as required by this Lease, Landlord may repair the same at its discretion and after having given written notice of such need to Tenant, and charge such repairs to Tenant, which Tenant must remit payment to Landlord within 30 days of receiving an invoice from Landlord. .

12. INDEMNITY. Tenant shall hold Landlord harmless and free from all liability and claims for damages by reason of any injury to any persons, including Tenant, or property, including Tenant's, occurring because of Tenant's negligence or occupation of the premises. Tenant shall indemnify and save Landlord harmless from all liability, loss, costs, attorney's fees and obligations arising out of such injuries or losses, except Landlord's negligence.

13. LANDLORD'S ACCESS. Landlord may enter upon the premises any reasonable time to inspect the premises to determine compliance with this Lease, or to make repairs allowed under the terms of this Lease.

14. NOTICES. All notices, requests, consents or other communications which are required are required or permitted to be given by either party to the other shall be in writing delivered to the other party by registered or certified mail with postage prepaid, addressed as follows:

Landlord's Notice:  
Park District of the City of Fargo  
701 Main Avenue  
Fargo, North Dakota 58103

Tenant's Notice:

Organization for Safe Athletics for Kids  
c/o Reed H Danuser  
1810 5<sup>th</sup> Ave S  
Fargo, ND 58103

15. QUIET POSSESSION. Landlord covenants with Tenant that on paying the rent reserved and performing the covenants and agreements herein contained and agreed to be performed on the part of Tenant, Tenant shall at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the leased premises. Tenant shall take possession of the leased premises as presently constituted and the taking of possession by Tenant shall be conclusive evidence that the premises, equipment, fixtures and appliances were when possession was taken in all respects in satisfactory and acceptable condition and that nothing further is required of Landlord to make them suitable for the occupancy of Tenant or to conform to the terms and conditions of this Lease, except as may be otherwise agreed in writing.
16. LIENS. Tenant shall not permit any mechanic's or other lien to stand against the property or the Landlord arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant shall give Landlord security required by Landlord to ensure payment or prevent any forfeiture of the property. Tenant shall pay any judgment and have all liens released or judgments satisfied at Tenant's expense.
17. REQUIREMENTS OF PUBLIC AUTHORITY. Tenant shall comply with all covenants and restrictions of record, and all laws, ordinances and regulations of governmental authority which affect the premises, building, improvements, business or use thereof. obtain, at its own expense, all licenses and permits necessary for Tenant's purpose and operations.
18. DEFAULT. If Tenant shall default in any covenant or agreement contained in this Lease and such default is not remedied within ninety (90) days after written notice by Landlord to Tenant of such default, this Lease shall terminate without further notice. If the default cannot reasonably be cured within ninety (90) days and Tenant has diligently begun to cure the default after receiving written notice from Landlord, Landlord shall grant to Tenant a reasonable length of time in which to correct the default. While the default continues, Tenant shall not remove from the premises any building or other property owned by Tenant unless directed to do so by Landlord. Landlord may, but is not obligated to make payments and to keep covenants required of Tenant under this Lease. All expenses of Landlord in so doing shall be additional rent and paid by Tenant to Landlord.

If Landlord is in default under this Lease, Landlord shall have a reasonable time to cure the default after written notice from Tenant to Landlord specifying the default.

19. NON WAIVER. No waiver by a party of any breach by the other of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other shall not be a waiver of its rights or remedies with respect to the breach.
20. HOLDING OVER. If Tenant shall continue to occupy the premises after termination of this Lease, such occupancy shall create a tenancy at will only and shall not be a renewal of this Lease. Tenant shall pay rent for the premises at the same annual rate as under the last preceding tenancy.
21. SURRENDER. At the termination of this Lease for any reason, Tenant shall quit and surrender the premises in as good condition as when received, reasonable wear and tear and damages by the elements, or causes beyond Tenant's control excepted.
22. OBLIGATION OF PARTIES. The agreements in this Lease shall be binding upon and enforceable by the parties, their heirs, representatives, successors and assigns.
23. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create a relationship of principal and agent, partnership, joint venture or association between Landlord and Tenant. Neither the method of computing rent or any act of the parties shall create any relationship between the parties other than the relationship of Landlord and Tenant.
24. GOVERNING LAW. This Lease covers property in North Dakota and shall be construed according to North Dakota law. Invalidity of any provision of this Lease shall not affect the validity of any other provision.
25. OWNERSHIP OF IMPROVEMENTS AND FIXTURES. All alterations, installations, additions and improvements made upon the leased premises shall, unless otherwise agreed in writing, become the property of Landlord and shall remain upon and be surrendered with the leased premises at the expiration or termination of the Lease.

Any equipment and property which Tenant shall be entitled to remove at the termination of the Lease may be removed by Tenant unless Landlord shall purchase such property for cash at an agreed or the appraised value thereof. If Landlord elects not to purchase such property, Tenant may remove it provided Tenant shall repair all damages caused by removal.

26. CUMULATIVE REMEDIES. All rights and remedies of Landlord are cumulative and such remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises, and the failure on the part of Landlord to enforce any of its remedies in connection with any default shall not be deemed a waiver of such default nor a consent to any continuation thereof.
27. COSTS OF ENFORCEMENT. Tenant shall pay upon demand all Landlord's costs, charges and expenses, including attorney's fees, incurred in enforcing Tenant's obligations or incurred



by Landlord in any litigation in which Landlord, without Landlord's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship of Landlord and Tenant. Landlord shall pay its own costs, charges and expenses, including attorney's fees, in any litigation arising or continuing because of fault or responsibility arising from any actions or conduct of Landlord.

28. ADDITIONAL DOCUMENTS. Tenant agrees to sign such additional document or documents as may be deemed necessary by Landlord to effectuate the terms of this Lease Agreement, even if executed subsequent to the date of the execution of this Agreement. Specifically Tenant agrees to sign a Short-Form Lease in a form satisfactory to Landlord.

29. REMOVAL OF SNOW AND ICE. Landlord shall provide snow removal for the parking lots, driveways and sidewalks adjacent to the premises and shall remove all ice shavings arising out of Tenant's use of the premises provided that such shavings shall be placed on a location near the premises specified by Landlord.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

PARK DISTRICT OF THE CITY OF FARGO

Organization for Safe Athletics for Kids

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT c  
LEASE

THIS LEASE is made and entered into this 2 day of October, 1989, by and between the PARK DISTRICT OF THE CITY OF FARGO, a municipal subdivision and a Park District organized under Chapter 40-49 of the North Dakota Century Code, herein called "Landlord," and FARGO HOCKEY ASSOCIATION, INC., a nonprofit corporation, hereinafter called "Tenant."

In consideration of the covenants and promises contained herein, the parties agree as follows:

1. LEASED PREMISES. In consideration of the rentals herein reserved and the conditions, covenants and agreements herein contained to be kept, observed and performed by Tenant, Landlord does hereby lease and rent to Tenant the premises and building located thereon, described on the attached Exhibit "A", and a plat plan which is attached as Exhibit "B".
2. USE. Tenant shall use and occupy the premises in the conduct of its business in accordance with its Charter and Bylaws as they now exist, provided that no such use shall be in violation of the statutes, laws, ordinances or regulations of the State of North Dakota, County of Cass, or the City of Fargo.
3. TERM. The term of this Lease shall be for a period of fifty (50) years beginning October 1, 1989, and ending September 30, 2039.
4. RENT. Tenant shall pay to Landlord at its offices in Fargo, North Dakota, an annual rental of One and no/100ths Dollar (\$1.00), payable on or before the 10th day of October of each year of the Lease term. Receipt of the first year's rent is acknowledged by Landlord.
5. ADDITIONAL RENT. All taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon, if Tenant fails to pay those items, and all other damages, court costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant, or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent, and in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent. As additional rent, Tenant shall pay among other things the following:
  - (A) All expenses for utilities incurred in connection with the leased premises.
  - (B) All expenses of maintenance and repair on the leased premises, including structural repairs to the building,

the roof and the walls. Tenant shall maintain the leased premises, the exterior of the building, and the adjacent grounds subject to this Lease in good order and repair.

(C) All taxes and special assessments against the premises.

(D) The cost of insurance as herein provided.

6. ALTERATIONS. The leased premises are being developed in a phase process described in the business plan of Tenant, which has been approved by Landlord. Tenant may, at its own expense and with the prior written consent of Landlord, make such changes in the business plan or such alterations and additions to the leased premises as are agreed upon in writing between Landlord and Tenant.
7. INSURANCE. Landlord, at its expense, shall carry fire and such other coverage as Landlord carries on other Park District buildings. Tenant shall carry appropriate insurance for Tenant's fixtures, equipment and other personal property located on the premises.

Tenant, at its expense, shall keep in force a comprehensive general liability insurance policy with a single limit of not less than \$500,000 with Landlord named as an additional insured. At the request of Landlord, copies of insurance policies or certificates of insurance shall be delivered to Landlord. All policies shall require the insurance company to notify Landlord in writing prior to the cancellation of the insurance.

8. WAIVER OF SUBROGATION. All policies of insurance carried by either party covering the leased premises, fixtures, improvements, inventory and contents, shall expressly waive any right including subrogation on the part of the insurer against the other party.
9. DAMAGE OR DESTRUCTION. If the leased premises shall be totally damaged by fire or other casualty so as to become totally untenable, Tenant shall have the option of rebuilding the premises, at its expense, or terminating the Lease. If Tenant elects to terminate the Lease, the cost of demolition and restoring the land to its original condition shall be borne by Tenant. The proceeds of any insurance on the building, less the cost of demolition and restoration shall be paid to Tenant.

If the leased premises shall be partially damaged by fire, the premises shall be rebuilt as soon as reasonably possible at the expense of Tenant. If the premises are rebuilt, the proceeds of applicable fire insurance



policies shall be used to pay for such rebuilding in whole or in part.

Under no circumstances does Landlord have any obligation to reconstruct the premises or pay for any part of the reconstruction.

10. ASSIGNMENT. Tenant shall not assign, sublet or mortgage this Lease or any right hereunder without prior written consent of Landlord. Landlord need not consent to any assignment or sublease for a use substantially dissimilar to Tenant's use of the premises.

This Lease may be assigned by Tenant to a lender selected by Tenant and approved by Landlord. If Tenant defaults under the terms of its loan, Landlord grants the lender the right to exercise Tenant's rights under this Lease and relet the premises for a period of time sufficient to discharge the obligation of Tenant to the lender at the time of default, but not including any subsequent advances, provided Landlord's written approval of any subtenant to whom the lender wishes to assign any rights under this Lease must be obtained. Landlord has the option of paying Tenant's obligations to the lender in lieu of permitting any subleasing under this Lease.

Landlord need not approve any subtenant whose activities directly compete with those of Landlord, nor shall any use of the premises be made for figure skating nor by Shanley High School, North High School, South High School, or North Dakota State University without the written consent of Landlord, ~~which will not be unreasonably withheld.~~ It is the intent of both parties to assure the continued success of existing programs, and the tenant will not rent to existing park board lessees without prior written approval.

11. REPAIRS, MAINTENANCE AND UTILITIES. Tenant shall keep the building and all other structures erected on the premises in good repair.

Tenant shall furnish all electricity, water, heat and other utilities used by Tenant at its own expense.

Tenant will not deface, injure or mar the premises or overload the floors and will not do or permit anything to be done on the premises or adjoining ways that would constitute a nuisance.

Tenant shall, at its own expense, keep the premises, including the interior, exterior and structure of the building and equipment, fixtures and appliances upon the premises in good repair and in good sanitary condition

Competing  
w/ Park  
District  
rentals.

DA  
DJ

and shall replace all broken glass with glass of the same quality.

If Tenant does not repair or replace any parts of the premises as required by this Lease, Landlord may repair the same at its discretion and after having given written notice of such need to Tenant.

12. INDEMNITY. Tenant shall hold Landlord harmless and free from all liability and claims for damages by reason of any injury to any persons, including Tenant, or property, including Tenant's, occurring because of Tenant's negligence or occupation of the premises. Tenant shall indemnify and save Landlord harmless from all liability, loss, costs, attorney's fees and obligations arising out of such injuries or losses, except Landlord's negligence.
13. LANDLORD'S ACCESS. Landlord may enter upon the premises at any reasonable time to inspect the premises to determine compliance with this Lease, or to make repairs allowed under the terms of this Lease.
14. NOTICES. All notices, requests, consents or other communications which are required or permitted to be given by either party to the other shall be in writing delivered to the other party by registered or certified mail with postage prepaid, addressed as follows:

Landlord's Notice:

Park District of the City of Fargo  
701 Main Avenue  
Fargo, North Dakota 58103

Tenant's Notice:

Fargo Hockey Association  
Post Office Box 1543  
Fargo, North Dakota 58107

15. QUIET POSSESSION. Landlord covenants with Tenant that on paying the rent reserved and performing the covenants and agreements herein contained and agreed to be performed on the part of Tenant, Tenant shall at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the leased premises. Tenant shall take possession of the leased premises as presently constituted and the taking of possession by Tenant shall be conclusive evidence that the premises, equipment, fixtures and appliances were when possession was taken in all respects in satisfactory and acceptable condition and that nothing further is required of Landlord to make them suitable for the occupancy of Tenant or to conform



to the terms and conditions of this Lease, except as may be otherwise agreed in writing.

16. LIENS. Tenant shall not permit any mechanic's or other lien to stand against the property or the Landlord arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant shall give Landlord security required by Landlord to ensure payment or prevent any forfeiture of the property. Tenant shall pay any judgment and have all liens released or judgments satisfied at Tenant's expense.
17. REQUIREMENTS OF PUBLIC AUTHORITY. Tenant shall comply with all covenants and restrictions of record, and all laws, ordinances and regulations of governmental authority which affect the premises, building, improvements, business or use thereof. Tenant shall obtain, at its own expense, all licenses and permits necessary for Tenant's purpose and operations.
18. DEFAULT. If Tenant shall default in any covenant or agreement contained in this Lease and such default is not remedied within ninety (90) days after written notice by Landlord to Tenant of such default, this Lease shall terminate without further notice. If the default cannot reasonably be cured within ninety (90) days and Tenant has diligently begun to cure the default after receiving written notice from Landlord, Landlord shall grant to Tenant a reasonable length of time in which to correct the default. While the default continues, Tenant shall not remove from the premises any building or other property owned by Tenant unless directed to do so by Landlord. Landlord may, but is not obligated to make payments and to keep covenants required of Tenant under this Lease. All expenses of Landlord in so doing shall be additional rent and paid by Tenant to Landlord.  
  
If Landlord is in default under this Lease, Landlord shall have a reasonable time to cure the default after written notice from Tenant to Landlord specifying the default.
19. NONWAIVER. No waiver by a party of any breach by the other of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other shall not be a waiver of its rights or remedies with respect to the breach.
20. HOLDING OVER. If Tenant shall continue to occupy the premises after termination of this Lease, such occupancy shall create a tenancy at will only and shall not be a renewal of this Lease. Tenant shall pay rent for the

premises at the same annual rate as under the last preceding tenancy.

21. SURRENDER. At the termination of this Lease for any reason, Tenant shall quit and surrender the premises in as good condition as when received, reasonable wear and tear and damages by the elements, or causes beyond Tenant's control excepted.
22. OBLIGATION OF PARTIES. The agreements in this Lease shall be binding upon and enforceable by the parties, their heirs, representatives, successors and assigns.
23. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create a relationship of principal and agent, partnership, joint venture or association between Landlord and Tenant. Neither the method of computing rent or any act of the parties shall create any relationship between the parties other than the relationship of Landlord and Tenant.
24. GOVERNING LAW. This Lease covers property in North Dakota and shall be construed according to North Dakota law. Invalidity of any provision of this Lease shall not affect the validity of any other provision.
25. OWNERSHIP OF IMPROVEMENTS AND FIXTURES. All alterations, installations, additions and improvements made upon the leased premises shall, unless otherwise agreed in writing, become the property of Landlord and shall remain upon and be surrendered with the leased premises at the expiration or termination of the Lease.  
  
Any equipment and property which Tenant shall be entitled to remove at the termination of the Lease may be removed by Tenant unless Landlord shall purchase such property for cash at an agreed or the appraised value thereof. If Landlord elects not to purchase such property, Tenant may remove it provided Tenant shall repair all damages caused by removal.
26. CUMULATIVE REMEDIES. All rights and remedies of Landlord are cumulative and such remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefor arises, and the failure on the part of Landlord to enforce any of its remedies in connection with any default shall not be deemed a waiver of such default nor a consent to any continuation thereof.
27. COSTS OF ENFORCEMENT. Tenant shall pay upon demand all Landlord's costs, charges and expenses, including attorney's fees, incurred in enforcing Tenant's obligations or incurred by Landlord in any litigation in

which Landlord, without Landlord's fault, becomes involved or concerned by reason of the existence of this Lease or the relationship of Landlord and Tenant. Landlord shall pay its own costs, charges and expenses, including attorney's fees, in any litigation arising or continuing because of fault or responsibility arising from any actions or conduct of Landlord.

28. ADDITIONAL DOCUMENTS. Tenant agrees to sign such additional document or documents as may be deemed necessary by Landlord to effectuate the terms of this Lease Agreement, even if executed subsequent to the date of the execution of this Agreement. Specifically Tenant agrees to sign a Short-Form Lease in a form satisfactory to Landlord.
29. REMOVAL OF SNOW AND ICE. Landlord shall provide snow removal for the parking lots, driveways and sidewalks adjacent to the premises and shall remove all ice shavings arising out of Tenant's use of the premises provided that such shavings shall be placed on a location near the premises specified by Landlord.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

PARK DISTRICT OF THE CITY OF FARGO

FARGO HOCKEY ASSOCIATION

By: Douglas Nelson

By: Dale L. Jui

Its President

Its Chairman

By: [Signature]

By: [Signature]

Its \_\_\_\_\_

Its Vice-Chairman

Fargo Park Board Clerk

Tenant





## MEMORANDUM

DATE: April 3, 2024

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (e) - Permission to solicit for Request for Proposals for a Park System Master Plan

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In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to solicit for Request for Proposals for a Park System Master Plan.

It was recommended at the March 27, 2024, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

**Sample Motion:** I make a motion to approve to solicit for Request for Proposals for a Park System Master Plan.



## MEMORANDUM

DATE: April 4, 2024

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 3 – Fargo-Moorhead Trailbuilders Presentation

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At the Park Board Meeting on April 9, 2024, Laurens Robinson and Tim Krieg, of Fargo-Moorhead Trailbuilders will share an overview of the Fargo-Moorhead Trailbuilders and their partnership with the Fargo Park District.

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

Thank you.