

FACILITIES COMMITTEE MEETING
Wednesday, May 29, 2024; 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 updated Lease Agreement at Jack Williams Stadium; Dave Bietz and Kevin Boe, presenters.
2. Review updated Lease Agreement at Starion Field; Dave Bietz and Kevin Boe, presenters.
3. Urban Archery Deer Hunting Program Update; Tony Schmitt, Rob Mounts and Odin Helgeson, presenters.
4. Review proposed Fees for 2025:
 - a. Programming, Events and Facilities Fees; Kevin Boe, presenter.
 - b. Golf Fees; Carolyn Boutain, presenter.
 - c. Fargo Parks Sports Center Fees; Kali Mork, presenter.
 - d. Aquatic Hours and Fees; Kevin Boe, Dave Klundt and Isabelle Sinkler, presenters.
 - e. Courts Plus Community Fitness Membership Fees; Kelly Kisell, presenter.
5. Review bids for the 2024 Yunker Farm Dog Park Improvements; Tyler Kirchner, presenter.
6. Request permission to solicit bids for the Rose Creek Golf Course Tunnel Repairs; Tony Schmitt, presenter.
7. Other

Next Fargo Park Board Meeting: June 11, 2024; 5:30 p.m.
Next Facilities Committee Meeting: June 26, 2024; 11:00 a.m.



MEMORANDUM

DATE: May 16, 2024

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations and Kevin Boe, Recreation Director

RE: Agenda Item No. 1 – Review updated Lease Agreement at Jack Williams Stadium

Staff has been meeting with Fargo Post 2 Baseball to update the agreement between the Fargo Park District and Fargo Post 2 Baseball at Jack Williams Stadium. The original agreement (1997) needed to be updated to include layout of the entire property, responsibilities of each organization, naming policy parks/facilities, concession policy and alcohol beverage policy.

In the packet is the original lease (December 9th, 1997) and the proposed lease with Fargo Post 2 Baseball at Jack Williams Stadium.

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

Thank you.

LEASE

THIS LEASE ("Lease") is made effective as of the ____ day of _____, 2024 (its "Effective Date"), between **THE PARK DISTRICT OF THE CITY OF FARGO**, a North Dakota municipal corporation ("Park District"), and **FARGO POST 2 BASEBALL CLUB**, a North Dakota non-profit corporation ("Tenant").

RECITALS

A. Park District is the owner of certain real estate located in north Fargo and more particularly identified as "Jack Williams Stadium" on Exhibit A attached hereto ("Land"); the Land being a portion of a larger parcel of real property owned by the Park District with a street address of 1137 Elm St N. Fargo, North Dakota (the "Park District Parcel"), including the current structures on the Land that are commonly recognized as "Jack Williams Stadium" (the "Facility").

B. The Tenant is organized as a nonprofit corporation and desires to fund the maintenance and operation of certain athletic and recreation facilities for the purpose of promoting athletic activities in the Fargo, North Dakota, area, including both youth and adult activity. The facilities will also be made available for use by the general public from time to time.

C. The Park District will retain title to the Land and shall own the Facility and shall ensure legal and practical access to the Land and the Facility for Tenant's use pursuant the terms of this Lease.

AGREEMENTS

In consideration of the Recitals and the following mutual covenants and agreements, the parties agree as follows:

1. **Lease of Premises.** Park District hereby demises and leases to Tenant and Tenant hereby leases from Park District, the Land, the Facility, and all improvements now or hereafter erected thereon (collectively, the "Premises"), on the terms and conditions hereinafter set forth. The Facility and other improvements shown on the attached Exhibit A site plan, are wholly located upon the Land and included in the Premises; provided that, it is intended that the designated parking areas (indicated on Exhibit A) will not be included in the Land or Premises, but the Tenant's use and the rights, duties and obligations of the parties pertaining to said parking areas are described in Section 25 below and Exhibit A attached hereto.

2. **Term.** The initial term of this Lease shall commence on April 15, 2024 (the "Commencement Date"), and terminate on December 31, 2049 (the "Term"). Provided that Tenant is not in default beyond any applicable cure period or the Lease has not been previously cancelled or terminated, the Tenant shall have the option to renew and extend the Term of this Lease for 5 successive 5 year periods (each such period an "Extension Term") at the end of the initial 25-year term, and at the end of any Extension Term thereafter (the "Tenant's Options"). Notwithstanding the above, the Term, with extensions, will not extend beyond December 31, 2074. The parties rights and obligations during any Extension Term shall be subject to this Lease and constitute part of the Term hereof. Tenant's Options shall be exercised automatically unless Tenant elects to decline to exercise any of Tenant's Options by providing 120 days written notice of the same to the Park District prior to the end the

then-applicable Term or Extension Term. This Lease shall be enforceable and be binding on both parties on the Effective Date.

3. **Rent.** Tenant shall be obligated to pay rent at the rate of \$1200 per calendar year during the Term from and after the Commencement Date. Rent will be prorated for any partial year. Rent is due in advance on the 15th day of January in each year.

4. **Use.** The Park District is a municipal subdivision organized under N.D.C.C. Chapter 40-49. As a public entity, it is concerned that any of its properties are used in such a way as to benefit the citizens of Fargo and the surrounding area and that such facilities not be used in such a way that would be inconsistent with the mission of a park district or otherwise bring discredit to the Park District, the City of Fargo or its citizens. The Premises shall not be used for any unlawful purpose. Its use shall at all times comply with the applicable rules and regulations, the ordinances of the City of Fargo and North Dakota state law.

- a. The Premises shall be used for athletic and recreational activities for the citizens of Fargo and surrounding communities, including but not limited to, youth and adult baseball. It is understood and agreed by the Park District that the use contemplated by the Tenant may include leasing/renting Facility to for-profit organizations from time to time. The use may include non-baseball related athletic activities and non-athletic activities. A portion of the Facility may be used for general office purposes for Tenant and all related office business activities. To the extent the Premises are used for non-athletic events, the Tenant shall use its best efforts to notify the Park District of the intended use and the schedule.
- b. The Park District retains the right to inquire as to the intended use and deny or prohibit a use that, in the reasonable opinion of the Board of Park District Commissioners or its designated committee, would bring discredit to the Park District or the City of Fargo. If the Park District conducts a program, Tenant will cooperate with Park District in establishing reasonable hours for such programs and a usage fee, if any, intended to cover Tenant's basic costs associated with providing the baseball facilities to the youth and/or adult of the area, which shall be paid to the Tenant.

5. **Real Estate Taxes.** The Premises is currently tax-exempt. Special assessments levied and assessed against the Premises, if any, shall be the sole responsibility of Landlord. If real estate taxes are later assessed against the Premises because of Tenant's use (and this Lease), Tenant shall be responsible to pay such taxes.

6. **Utilities and Services.** Landlord shall directly pay all charges of utility companies or public authorities for electricity, gas, water or other services or utilities furnished to the Premises during the Term. Tenant shall pay for all telephone, internet, and other related services unique to the tenant's operation for the Premises during the Term. Tenant will be responsible for providing all paper products and cleaning of the building.

7. **Tenants Fixtures.** Tenant and its concessionaires shall have the right to install trade fixtures upon the Premises and to remove and permit to be removed any or all such trade fixtures from time to time. Tenant shall remove all such trade fixtures prior to the expiration of the Term; provided, however, that Tenant shall repair and restore or cause to be repaired and restored any damage or injury to the Facility and improvements now or hereafter erected on the Premises caused by the installation and/or removal of any such trade fixtures.

8. **Repairs and Maintenance.** Tenant shall keep the foundations, exterior walls and roof of the Facility and the surrounding grounds (i.e. ball field and sidewalks) in good repair. The Landlord, however, as part of taking care of its adjacent property, will provide for yard care outside of the fence **as outlined in Exhibit "A"**. Tenant shall be responsible for all major and minor repairs and maintenance of the Facility. Further obligations and responsibilities of the parties are outlined on Exhibit "B".

9. **Alterations and Improvements.**

- a. **Consent.** Tenant may not demolish the Facility or other structure on the Premises. Tenant may, however, make such additions, alterations or improvements (collectively "Alterations") as Tenant may reasonably require in connection with its use of the Premises, provided: (i) the prior written consent of Park District (which shall not be unreasonably withheld) shall be required. Such Alterations, if made, shall become the property of Park District, a part of the Premises and subject to the terms hereof, except for those which constitute Tenant's trade fixtures or equipment.
- b. **Park District Review.** Park District may, at its option, in any case in which its approval is required as provided above, require Tenant to furnish it with copies of the applicable plans and specifications and any relevant contract between Tenant and any contractor or supplier, require Tenant to reimburse Park District for any out-of-pocket costs reasonably incurred by Park District in evaluating the proposed alterations (which shall not include any attorney's fees), require Tenant to obtain reasonable construction insurance coverages and establish a contractor payment protocol that protects against construction liens.

10. **Environmental, Health and Safety.**

- a. **Environmental Compliance.** Tenant will comply with, conform to, and obey, in all material respects, all Environmental, Health, and Safety Requirements (as defined herein) which may be applicable to Tenant or to the Premises, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, or any part thereof during the Term. Park District shall not be obligated to remedy any violation of Environmental, Health and Safety Requirements. The parties shall promptly deliver to each other copies of all notices made by a party to, or received by a party from, any governmental agency relating to an Environmental, Health and Safety Requirement.
 - i. **Definition.** The term "Environmental, Health and Safety Requirements" shall mean all federal, state and local statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety and pollution and protection of the environment, including without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing discharge, release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or by-products, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as not or hereafter in effect.

- b. Survival. The obligations of the parties set forth in this Section shall survive the expiration or sooner termination of this Lease.
- c. Smoking. Park District desires and Tenant agrees that the Facility (including any addition) will be a smoke-free environment; provided, however, smoking may be allowed in a designated area outside of the Facility, if permissible under applicable law or ordinance, the location of the designated area to be approved by the Park District.

11. **Park District Access**. Park District may enter upon the Premises at any reasonable time to inspect the Premises, provided that Park District exercises its rights under this Section 11 so as to minimize any disruption to Tenant's operations.

12. **Insurance**. Landlord ~~Tenant~~ shall cause to be carried fire and extended coverage insurance upon the Premises for its full insurable value.

- a. Tenant, at its own expense, shall keep in force public liability insurance with limits of at least \$2,000,000 of excess umbrella liability coverage for persons injured or killed, and for property damage, with the Park District named as an additional insured. Copies of insurance policies or certificates of insurance shall be delivered to Park District, if requested by Park District. All policies shall require the insurance company to notify Park District in writing at least twenty (20) days prior to any cancellation of the insurance and that no act or omission of others shall avoid coverage as to Park District (so long as the aforementioned is available in the applicable market).
- b. Tenant shall be solely responsible for insuring against loss to all its personal property, contents, and Tenant-installed improvements or fixtures on the Premises.

13. **Indemnity**. Park District shall not be liable for, and is hereby relieved from all liability of any damage, expenses, causes of actions, fines, suits, demands, judgments, and claims of any nature whatsoever (collectively "Claims"), arising from the loss of, or damage to the Land, the Facility and any property of Tenant or of others, or injury or damage to persons or property using the Premises or otherwise resulting from Tenant's occupancy under the Lease, shown on Exhibit A. Tenant hereby accepts and assumes such liability and agrees to protect, indemnify and save Park District harmless from and against all of the aforesaid. Notwithstanding anything to the contrary contained in this Agreement, the indemnity obligations of this Section 13 shall not apply to any Claims arising from or caused, in whole or in part, by the negligence of Landlord in maintaining the designated parking areas shown on Exhibit A or any other parking areas on the Park District Parcel.

14. **Fire and Other Casualty**.

- a. Notice of Destruction. If the Premises should be damaged by fire, the elements, unavoidable accident or other casualty to the extent that the Premises is rendered totally or partially unusable by Tenant in the ordinary course of Tenant's business, Tenant shall give immediate written notice thereof to Park District.
- b. Reconstruction. If the loss renders the Premises totally inaccessible or unusable by Tenant in the ordinary conduct of Tenant's operations, then, subject to the following, Tenant may terminate this Lease by written notice to the Park District. If Tenant is not prevented by applicable laws from substantially rebuilding the Premises to its pre-existing condition, then Tenant may restore, repair or rebuild the same to the same condition as existed prior to the casualty, and this Lease shall remain in full force and

effect. Any insurance proceeds in excess of amounts required to complete repair and restoration shall be the property of Tenant, and shall be paid to Tenant promptly after final completion of reconstruction. Notwithstanding, if Tenant terminates the Lease, Tenant shall cause the land to be restored to its condition that existed as of the Effective Date, and any excess insurance proceeds may be retained by Tenant.

- c. Damage During Final Five Years of Term. Notwithstanding anything herein to the contrary, if the damage or destruction occurs during the final five (5) years of then the applicable Term, or Extension Term, and occurs to the extent that the reconstruction cannot be completed within one hundred eighty (180) days, Tenant may terminate this Lease by providing the Park District with written notice within thirty (30) days following the damage or destruction. If the Tenant desires to rebuild, exercising its options to extend the lease term, the Tenant and Park District will negotiate, in good faith, the scope of the to-be-reconstructed building and amenities, also considering the needs of the citizens of Fargo. Notwithstanding, if Tenant terminates the Lease, Tenant shall cause the land to be restored to its condition that existed as of the Effective Date, and any excess insurance proceeds may be retained by Tenant.

15. **Condemnation.** If any part of the Premises are taken over or condemned for a public or quasi-public use, Tenant shall have the option to terminate this Lease by providing the Park District with written notice on, prior to, or within thirty (30) days after the date title shall vest in the condemner. If Tenant does not elect to terminate, and a part remains which is suitable for conducting Tenant's business operations, this Lease shall, as to the parts so taken, terminate on the date title shall vest in the condemner. If this Lease is not terminated by Tenant pursuant to a taking or condemnation as above provided, and such taking or condemnation affects the Facility, Tenant shall, at its expense, restore the Facility to a complete architectural unit. If all the Premises or a part thereof be taken or condemned so that there does not remain a portion suitable for Tenant's operations, this Lease shall terminate. The parties acknowledge that a taking of a portion of the Land which does not affect the Facility and parking areas shall, in all probability, not affect the suitability of the Premises for the Tenant's business operations.

- a. The parties shall cooperate in applying for and in prosecuting any claim for condemnation award. The award, after deducting all expenses, including reasonable attorney's fees, shall be divided, and Tenant shall be entitled to that portion of the award which would be awarded for its leasehold interest and expenses for moving its fixtures and property; provided, however, that if Tenant does not elect to terminate and is required to restore the Facility to a complete architectural unit at its expense pursuant to the foregoing paragraph, then such Tenant restoration expense shall be the first of the expenses deducted from any condemnation award.

16. **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 Premises. Tenant shall take possession of the 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.

17. **Liens**. Tenant covenants and agrees that it has no power to incur any indebtedness giving the right to a lien of any kind upon the right, title and interest of Landlord to the land covered by this Lease and that no person shall be entitled to any lien directly or indirectly derived through or under it on account of any act or omission of Tenant, which lien shall be superior to the interest in this Lease reserved to Landlord upon the Premises. All persons contracting with Tenant or furnishing materials or labor to Tenant shall be bound by this provision. If because of any act or omission of Tenant any mechanic's lien or other lien charge or order for payment of money shall be filed against Landlord or any portion of the Premises. Tenant shall at its expense cause the same to be discharged of record or bonded within 90 days after written notice from Landlord to Tenant of the filing thereof and Tenant shall indemnify and save Landlord harmless against all costs, liabilities, claims and demands, including reasonable attorney's fees resulting therefrom.

18. **Assignment**.

- a. **Tenant Assignment**. Tenant shall not be permitted to assign, sublet, pledge, mortgage or hypothecate its interest under this Lease, or sub-lease the whole or any part of the Premises without Park District's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.
- b. **Park District Assignment**. Park District shall be permitted to assign, pledge, mortgage or hypothecate the Premises provided that a sale or an assignment would be subject to the provisions of this Lease, subject to notification to Tenant, and subject to any applicable security agreements, mortgages or other liens and encumbrances in favor Tenant's lender(s).

19. **Events of Default**. The following events or any one or more of them shall each be "Event of Default" under this Lease:

- a. **Monetary Default**. Tenant shall fail to pay any Rent within 30 days after the same is due and payable; provided, however, Tenant shall be entitled to written notice and afforded a 30-day opportunity to cure following Tenant's receipt of said written notice.
- b. **Performance Default**. Tenant shall fail to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure shall continue for more than 60 days after written notice thereof from the Park District; provided, if the default is susceptible to being cured but cannot be cured within 60 days, Tenant shall not be considered in default if Tenant shall, within such period, have commenced with due diligence and dispatch to cure such default, and shall thereafter complete with due diligence the curing of such default.
- c. **Bankruptcy**. Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of such party or any material part of its properties.

20. **Remedies**. In the event of any Event of Default by Tenant, Park District may exercise any one or more of the following remedies:

- a. Termination of Lease. Park District may terminate this Lease, without any right by the Tenant to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof;. Upon such termination, Tenant shall promptly surrender possession of the Premises to Park District
- b. Equitable Remedies. In the event of breach or threatened breach by Tenant of any provision of this Lease, Park District shall have the right of specific performance and injunctive relief in addition to all other remedies provided for herein.
- c. Cumulative Remedies. No right or remedy herein conferred upon or reserved to Park District is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.
- d. Waiver. No waiver by Park District of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Park District to seek a remedy for any breach by Tenant be a waiver by Park District of its rights and remedies with respect to such or any subsequent breach. The parties shall have the right at all times, any law, usage or custom notwithstanding, to enforce strictly the provisions of this Lease, and the failure of a party at any time or times strictly to enforce any provision hereof shall not be construed as having created a custom or waiver in any way contrary to the specific provisions of this Lease or as having in any way or manner modified this Lease.

21. **Estoppel Certificate**. Each party agrees to execute and deliver to the other, within 7 days after any written request for same, an "estoppel certificate" stating the amount of rent due from Tenant hereunder; that this Lease remains in full force and effect without amendment or modification (or specifying the nature of the modifications), the date to which rent has been paid; there are no continuing Events of Default (or stating the nature of any continuing Event of Default); and such other information concerning the Lease as Park District or Tenant may reasonably request. Such estoppel certificates may be relied upon

22. **Signage and Advertising**. 1. Tenant acknowledges that the Park District will be known as the owner of the Premises, subject to the Lease to the Tenant, and that field shall be named Jack Williams Stadium. Tenant shall be permitted to sell signage and advertising right to the Premises beyond the naming of the Field (i.e. foul lines, bleachers, outfield fence, press box) subject to the approval of the Park District, which approval shall not be unreasonably withheld, conditioned or delayed. Any and all costs associated with signage or advertisements of the Premises and the appurtenant facilities shall be the sole responsibility of the Tenant.

- a. Tenant shall receive and retain all revenue from the sale of the advertising rights. All companies or individuals who advertise shall meet the policies of the Park District and shall be approved by the Park District. A copy of the current naming policy is attached hereto as Exhibit "C".
- b. The form, design and location of such recognition signage will also be subject to Park District approval. The signage should be size appropriate for the circumstances, and no electronic signage will be authorized.

23. **Concession:** Tenant shall be responsible for and shall receive all revenue from any concessions sold on the Premises. Landlord has entered into a concession agreement with a local company ("Beverage Concessionaire") granting the Beverage Concessionaire an exclusive concession for furnishing for sale on Landlord's property and in Landlord's buildings of canned and bottled drinks and other non-alcoholic beverages customarily dispensed from vending machines, coolers and portable dispensing facilities. Tenant's rights under this Lease shall be subject to and in accordance with the exclusive Concession Agreement between Landlord and Beverage Concessionaire. Tenant acknowledges and agrees that it will provide exclusively those products listed in the Landlord's beverage contract so as to allow Landlord to be in full compliance with its current or later awarded beverage contract. Landlord shall communicate any changes with Tenant as it relates to the Beverage Concessionaire.

24. **Annual Reports:** Tenant shall provide an annual report to the Park District which shall include, but is not limited to: a summary of annual funds raised through advertising and naming rights and how those funds are being allocated back into the facility by, short term and long term capital projects for the Premises, Tenant's usage of the Premises, and other issues surrounding the terms of this Agreement.

25. **Parking.** The designated parking areas, ingress and egress easements, if any, and the rights, duties and obligations of the Park District and Tenant pertaining to parking are depicted on Exhibits "A" and "B"; provided, however, that Park District shall ensure that Tenant has legal and practical (vehicular and pedestrian) access to the Land and Facility and shall take all steps necessary to provide the same.

26. **Alcohol Policy.** The Park District prohibits the consumption of alcohol on the Premises. Tenant may apply for conditional alcohol permits as consistent with the policies of Landlord. Attached hereto as Exhibit "E" is a copy of the current alcohol policy of Landlord.

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

If to Park District:

Fargo Park District
Attn: Executive Director
6100 38th Street South
Fargo, ND 58104

If to Tenant:

Fargo Post 2 Baseball Club
Attn: President
PO Box 2664
Fargo, ND 58108

Any party may by notice given in accordance with this Section to the other parties designate another address or person for receipt of notices hereunder.

28. **Relationship of Parties.** The relationship between the parties hereto shall be that of landlord and tenant and nothing contained herein shall be construed to change or modify that relationship so as to make Park District and Tenant partners, joint venturers, or debtor and creditor.

29. **Recording Short Form.** At the request of either party, both parties agree to execute and deliver in recordable form, a short form of this Lease containing such provisions hereof as either party may desire. In the event this Lease is terminated for any reason whatsoever the parties will deliver an instrument in recordable form sufficient to show such termination. In the event of termination of this Lease for default of Tenant, if Tenant fails to execute, acknowledge and deliver an instrument of termination in recordable form, Park District may, in addition to and other right or remedy, do so on behalf of Tenant and Tenant hereby irrevocable appoints Park District its attorney-in-fact for such purpose.

30. **Parties Bound.** This Lease shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of and be enforceable by their respective successors and assigns.

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

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

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

34. **Governing Law.** This Lease shall be governed and construed in accordance with the laws of the State of North Dakota.

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

Landlord:

Park District of the City of Fargo

Tenant:

Fargo Post 2 Baseball Club

EXHIBIT A

Depiction of Premises

Jack Williams

Responsibility Definition

Post 2 Baseball

Fargo Parks

Parking Lots, Fargo Parks



EXHIBIT B

Landlord/Tenant responsibilities

Fargo Park District Responsibilities

- Parking lot maintenance to include crack sealing, asphalt repairs, painting, and signage.
- Sidewalks repairs and maintenance outside of the fenced areas of the complex.
- Forestry Operations.
- Utilities
- Irrigation System Maintenance to include river pump and VFD maintenance.
- Mowing grass outside of the fenced areas including the parking lot to the North.
- Start-up and winterization of all water systems.
- Snow Removal on sidewalks (Elm and 12th Avenue) and parking lots when needed.
- Assist with putting up and taking down backstop netting.
- Planting and maintenance of floral areas for landscaping.
- Preparations and removal of flood control measures.
- Provide ag-lime and black topsoil for field maintenance.
- Maintenance, repair and replacement of fencing and light poles and fixtures.
- All needed electrical work throughout the complex.
- Dumpster/Garbage.

Post 2 Responsibilities

- All baseball field maintenance and preparation for practices and games
 - Mowing all areas inside fenced areas
 - Weed trimming all areas inside fenced areas
 - Fertilization baseball field
 - Aeration baseball field
- Maintenance and replacement of all Legion related Memorials
- Maintenance and replacement of bleachers, seating areas, and picnic tables
- All maintenance, repairs, and needed upgrades to include but not limited to the press box, concession stands, bathrooms, ticket booth, clubhouse, flagpole, batting cages, bullpen areas, dugouts, and electronic sign.

EXHIBIT C

FARGO PARK DISTRICT

POLICY FOR NAMING PARKS/FACILITIES

Background and Purpose:

The Fargo Park District (“Park District”) receives requests from time to time to name a park or a Park District building. The requests are for various reasons, including financial or community contributions that the requesting party wants to recognize. The Park District feels that the naming of parks and Park District facilities should be a thoughtful process. A park or facility name can be enduring and stay with a piece of property long after any knowledge of its origin has passed. The selection of a proper name for a park or facility should be purposeful and systematic. A name may honor a person of significant stature within the community, recognize an organization or group of citizens which has contributed to the development of the facility, or appreciate a significant natural aspect of a park.

The following procedures are adopted to give the Board of Park Commissioners a means by which they can have a uniform policy to develop meaningful and creative names for Park District properties. Each request will be considered on a case-by-case basis. The procedures are intended to ensure consistency in park and facility naming, remove immediate emotional motivations and encourage creativity.

Procedure for Naming for Major Donations:

The park or facility naming procedure is intended to minimize the emotional impact of the naming process or naming request. The Park District desires that all parties involved (the requesting party, the Park District staff and commissioners, and the general public) are given time to think through the long-term implications of a name.

The following procedure should be followed in the naming of parks or facilities:

1. Staff will prepare a list of potential names and the rationale for the name based on input from any appropriate source. This may include a specific request from an organization or individual together with their rationale.

The list will be filtered based upon criteria contained within this policy.

2. The Facility Committee will review the list of potential names. The committee will discuss each name and its relative merits. Names may be added or eliminated from the list at this time.

3. At the next Facility Committee meeting, staff will provide any additional information requested by the committee and the Facility Committee may have the requesting party provide information. The committee shall narrow the list to three or less names at this meeting and forward the same on to the Park Commissioners.

4. The final action will be to place the proposed park or facility name on the next regular Board of Park Commissioners meeting agenda. If the Board chooses not to approve the recommended name, they will return the issue to the Facilities Committee with direction. The process will then begin anew.

Park/Facility Naming Criteria:

Listed below are the criteria which should be used to generate a list of potential park or facility names when undertaking the process described above.

1. The name of the subdivision associated with the park.
2. The name of the neighborhood in which the park or facility is located.
3. The school name, if adjacent to or closely identified with the park.
4. A name suggested by the developer of the property adjacent to the park provided the name submission is provided at or before the property is transferred to the Park District for park purposes.
5. A name of a local interest point or topographical feature near the park or facility, including a stream, vegetation or ecology of the area.
6. The name of an event or historical occurrence associated with the adjacent area.
7. A creative name based upon staff impressions of the site.
8. The name of which most of the neighborhood and/or area children refer to the park.
9. The name of a person who dedicates a major part or all of the land for the park or the building of the facility.
10. The name of a person of significant stature within the community.
11. The name of an organization or group of citizens which has contributed to the development of the park or facility.
12. Naming a park or facility for an individual is a special circumstance. Years from now someone should be able to ask “why this name” and the answer will be that the park or facility would not be here if not for the commitment and efforts of that person.

Naming Recreational Facilities Within Parks

To minimize confusion, parks will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions such as roads, waterways or defined pause places. However, naming of specific major recreational facilities within parks will be permitted. Under these circumstances such names should be different from the park name to avoid user confusion.

Naming Recreational Facilities within parks

All parks and recreational facilities eligible for naming rights shall be determined by the Executive Director or designee. ***Examples of but not limited to:***

Neighborhood Playground

Regional Playground

Universal Playground

Playfields (Soccer, Lacrosse, Baseball, Other at Discretion)

Courts (Tennis, Basketball, Other at Discretion)

Dog Parks

Shelters

Park Buildings

Named Scholarship or Program Endowments

Endowed Event

Endowed Program

Endowed Scholarship

Guidelines

The naming, renaming, or dedication of Park District assets and the amounts of the contributions necessary shall be determined by the Fargo Park District and Fargo Park District Foundation or in collaboration with the Executive Director or his/her designee and the Fargo Park District's Commission. Each project has opportunities that require unique decisions. The Park District reserves the right to discuss each project and its acceptance on a case-by-case basis.

Financial contributions associated with naming rights or dedications shall be held by the Fargo Park District Foundation until naming agreement has been reached and/or when expense has been incurred. Endowment funds will remain with the Fargo Park District Foundation and be appropriated annually for maintenance and/or program support.

Threshold

Listed below are guidelines that are meant to be a starting point in the negotiations with the contributor. Each project has opportunities that require unique decisions. Projects

1. Contribute all the land, or
2. Contribute to the costs of construction for the park or building to be named
 - a. For assets with costs of \$100,000 or less, contribution of 100% is requested
 - b. For assets with costs of \$100,001-\$999,999, contribution of 50% is requested
 - c. For assets with costs of \$1,000,000 or more, contribution of 25% is requested
3. A contribution by a donor to allow for a significant cost reduction in upgrading/expanding an existing facility within a park.
4. Provide an endowment for long term repair and maintenance of the park or property
5. Provide for a significant contribution for the costs of programming that will support the mission of the park district.

Terms/Expiration of Naming Rights

The duration of the naming rights will be evaluated on a case-by-case basis. In all scenarios, a term expiration should be established.

1. Term duration for assets with a working life of less than 15 years should expire at the end of the working life. Example: Scoreboard naming rights may expire at the end of the working life of the scoreboard.
2. Field naming rights when utilized for field improvements may have a similar expiration term. Example: Artificial Turf naming rights may expire at the end of the life of the turf
3. Existing assets like facilities and fields may require upgrade/expansion. Term duration for assets with a working life of more than 15 years are recommended to have a duration of 10-15 years.

4. Agreements can offer original naming sponsor the opportunity for renewal of the naming arrangement.
5. During the naming agreement, contributor will be responsible for changes made to their logo that would require changes to the signs on the asset.
6. Where a facility, building, landscape area, programs, or other related Park and Recreation asset is named for a corporate entity, the name used should normally be the shortest name possible.
7. Where the naming rights purchased are for a corporate entity or business, the naming rights shall be limited to not longer than the life of the corporate entity.
8. If a naming right opportunity includes signage, a detailed proposal of the signage, including design, layout, verbiage, and cost will need to be provided, in writing, for review and approval by the Executive Director or designee. Fargo Park District can specify sign size, sign type, and font of any naming rights signage or displays. The Fargo Park District will have final approval on all wording of plaques, press releases, and any and all factors and details of the Facilities or program naming.
9. Benefits which may violate other park policies or city policies or ordinances will not be included in any agreement.

Renaming of Parks or Facilities:

Renaming of parks or facilities should be done only after careful consideration. The request to rename an existing park or facility may originate from a variety of sources (e.g. the nearby neighborhood, subdivision developer, park staff, Facility Committee or commission members). The process for renaming a park would be the same as for a new park with the following two preliminary steps.

1. Upon receipt of a written request for a name change, staff would research information concerning the current name for the park or facility. The search would try to find a reason or circumstance for the initial naming of the park or facility and any over-riding commitment to the current name.

2. Finding no compelling reason to retain the current name, the Facility Committee may or may not choose to direct staff to initiate the process used for naming a new park. If the Facility Committee finds that there is a reason to retain the current name, the matter should be placed on the agenda of the Board of Park Commissioners meeting for final action, that being denying the renaming request or referring it back to staff to follow the process described above.

The Facility Committee and the Board may wish to consider renaming the park or facility if one or more of the following criteria are met:

1. The primary park users have submitted a petition for a name change that deserves consideration through the normal naming process described above.

2. An individual or organization contributes a significant portion of the costs for acquiring/developing/renovating a park or facility or adds significant land.

3. Provision of an endowment for the continued maintenance and/or programming of the park/recreational facility.

General Standards:

The following criteria must be met, including but not limited to, any corporate entity or business or corporate or individual or family naming, or presentation sponsorships:

1. Does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender, sexual preference, age, marital status, ancestry, national origin, or physical or mental disability, in compliance with all federal, state, and local laws and statutes; and
2. Name does not have connotations that by contemporary community standards are derogatory or offensive.
3. Does not promote environmental, work, or other practices that, if they took place in the park, would violate U.S. or state law (i.e., dumping of hazardous waste, exploitation of child labor, etc.).
4. Does not promote drugs, alcohol, tobacco, gambling or adult entertainment
5. Does not constitute violations of law.
6. Does not participate in unethical business practices as determined by a court of law.
7. Does not exploit participants or staff members of the Park District.
8. Does not include religious references or political statements.
9. Does not endorse products or services that do not comply with Park District policies and procedures, City, State or federal regulations, ordinances, codes, or statutes.
10. Does not appear to be in direct competition with Fargo Park District services or products.
11. Does not endorse products or services that conflict with Fargo Park District's mission.
12. Fargo Park District reserves the right to terminate any naming right agreements not in accordance with this Board Policy.

Sponsorship Policy:

Citizens, organizations, businesses or other that wish to sponsor a park, program, event or asset within a park may receive named recognition for that work upon recommendation of the Fargo Park District's Executive Director. Sponsorship levels are determined by the Fargo Park District as needed.

Approved September 7, 2021

EXHIBIT D

Concession Policy

Fargo Park District

Current Concession Locations for Soft Drink Beverages

Location

- Brunsdale Baseball Park
- Davies Softball
- Mickelson Softball
- Cornerstone Bank Arena
- Anderson Softball
- Jack Williams Stadium
- Tharaldson Baseball
- Sports Arena
- Lindenwood Visitor Center and Bike Rental
- Coliseum Ice Arena
- Edgewood Golf Course
- El Zagal Golf Course
- Prairiewood Golf Course
- Rose Creek Golf Course
- Davies Pool
- Island Park Pool
- Southwest Pool
- Roger G Gress Northside Rec Pool
- Courts Plus Community Fitness
- North Softball Complex
- Pepsi Soccer Complex
- Tharaldson Little League Complex (Formerly Southwest Softball)
- Starion
- Special Events

**** *Locations can be added or deleted by the Park District.***

Healthy Choice Beverages Approved for All Locations

We are utilizing the Smart Snack Standards from the USDA. These are the standards:

- Plain water or plain carbonated water (no size limit)
- Low-fat milk, unflavored (<12 fl oz)
- Non-fat milk, flavored or unflavored (<12 fl oz), including nutritionally equivalent milk alternatives
- 100% fruit/vegetable juice (<12 fl oz)
- Other flavored and/or carbonated beverage (20 fl oz) that are labeled to contain <5 calories per 8 fl oz, or <10 calories per 20 fl oz

- Other flavored and/or carbonated beverages (<12 fl oz) that are labeled to contain <40 calories per 8 fl oz, or <60 calories per 12 fl oz.

Product examples:

- Bottled Water
- Low or No Calorie Sports Drinks -G2, Gatorade Zero, Powerade Zero, Propel, BodyARMOR Lyte, etc
- Flavored Water/Sparkling Water -AHA Sparkling, Bubly, Nestle Splash, Dasani Sparkling, La Croix, etc.
- Nutrient Beverages -Vitaminwater Zero, Bai Antioxidant Infusions, etc.

Zero Calorie Tea -Lipton Unsweetened Pure Leaf Tea, Lipton Diet Green Tea Citrus, Gold Peak Diet Tea, honest Tea, etc.

EXHIBIT E

Park District of the City of Fargo Alcoholic Beverage Policy

Approved: 02/13/24

I. OVERVIEW

The sale and/or consumption of alcoholic beverages on property owned or managed by the Park District is prohibited unless the sale and/or consumption is allowed by a duly issued permit from the Park District in accordance with this policy. Permits will be issued for designated indoor and outdoor facilities. For property managed by the Park District, the District will reasonably cooperate in working towards mutually agreeable arrangement whereby alcoholic beverages can be made available and/or sold at events (whether public or private) carried on at the property in accordance with all applicable laws and licensing requirements.

Any sale and/or consumption of alcoholic beverages on property owned or managed by the Park District without a permit is unlawful.

The consumption of alcoholic beverages is common at sporting events in Fargo. However, the consumption of alcoholic beverages should not detract from the programs and the use of facilities of the Park District. Consumption of alcoholic beverages on property owned or managed by the Park District should not be allowed when it will have a detrimental effect on the youth of Fargo. Revenue derived from permits will be used to defray the administrative costs of issuing the permits and any net revenue generated from Consumption Permits will be used for youth recreation programs. Any net revenue generated from Concession Agreements will be used for expenses of the event or facility where the sales were generated.

II. CONSUMPTION PERMITS.

Permits to allow for the consumption of alcoholic beverages on property owned or managed by the Park District may be granted for specified locations and may limit the type of alcoholic beverages that may be consumed at the location under the issued Consumption Permit. Under most circumstances, the Consumption Permit will limit the consumption to alcoholic beverages allowed under the Limited Permit described in Article IV. A security deposit may be required. The Consumption Permit will allow individuals to bring to that location the allowed alcoholic beverages that have been purchased elsewhere. A Consumption Permit does not allow for any sale of alcoholic beverages.

Locations where Consumption Permits are allowed are listed on the attached Schedule A which is specifically incorporated by reference herein as part of the Alcohol Beverage Policy. Schedule A may be amended from time to time by the Board of Commissioners of the Park District.

With the approval of the Board of Commissioners, a consumption permit may be issued for other Park District properties, but only under such terms as the Board of Commissioners shall determine.

The fees and the requirements for a security deposit for a Consumption Permit will be established from time to time by the Board of Commissioners of the Park District.

III. CONCESSION AGREEMENTS.

Permits for the sale of alcoholic beverages will be issued only in conjunction with a Concession Agreement with the Park District. The Concession Agreement between the applicant/seller and the Park District will provide, among other things:

- A) A statement of the concession fee (which may include a percentage of receipts formula) to be paid to the Park District.
- B) A description of the specific facility or property in or on which sales may take place.
- C) A designation of the term for which the permit is issued.
- D) A statement of the security required by the Park District, including procedures to ensure no sales to minors and that the beverages sold will not be taken from the designated facility or property.
- E) A description of the liquor liability and general liability insurance requirements to be maintained by the applicant/seller.
- F) The submission of the applicant/seller's intended advertising for approval by the Park District
- G) A security deposit, as required by the Park District, but in no case less than \$500.
- H) A statement as to whether or not the concession is exclusive.
- I) The applicant/seller's agreement to be responsible for all damage to persons or property caused by or related to its activities under the Concession Agreement, including repairs and clean-up, and its agreement to indemnify and hold the Park District harmless from claims arising out of use of property owned or managed by the Park District and the issuance of the permit.
- J) Seller must have all appropriate City and/or State licenses, and strictly comply with the requirements of such license, including having properly trained servers.

IV. LIMITED ALCOHOLIC BEVERAGE SALE PERMITS.

A Limited Alcoholic Beverage Sale Permit ("Limited Permit"), together with the Concession Agreement required under Article III above, will allow the applicant/seller to sell beer, wine, products such as "hard" lemonade, seltzers and ciders, provided the same are sold in single serving cans or

non-glass containers, or in the case of beer, in a keg monitored and serviced by the applicant/seller. The Limited Permit will be issued for a designated indoor facility or outdoor property owned or managed by the Park District. The sale of other spirits is not allowed under a Limited Permit.

Limited Permits may be issued for sales at the sites listed on Schedule B. The Limited Permit for property will be issued for a maximum of three (3) days. With the approval of the Board of Commissioners, a Sale Permit may be issued for other property owned or managed by the Park District but only under such terms as the Board of Commissioners shall determine.

Outdoor sales under a Limited Permit must be from a temporary tent or trailer or from a permanent concession building.

The following conditions apply to all Limited Permits:

- A) Seller must have all appropriate City and/or State licenses, and strictly comply with the requirements of such license, including having properly trained servers.
- B) Seller must have a Concession Agreement with the Park District.

The fee for Limited Permits will be established by the Board of Commissioners of the Park District from time to time.

V. FULL ALCOHOLIC BEVERAGE SALE PERMITS.

A Full Alcoholic Beverage Sale Permit ("Full Permit"), together with the Concession Agreement required under Article III above, will allow the applicant/seller to sell all alcoholic beverages, including beer, wine and other spirits, unless specifically restricted by the Park District, in or on the designated property owned or managed by the Park District.

A Full Permit may be issued for alcoholic beverage sales at or on various Park District properties as determined by the Board of Commissioners or its designated staff. The Applicant/Seller shall make application to the Park District for a Full Permit and, if issued, shall fully comply with all terms and conditions set forth by the Park District for the issuance of the Full Permit. Outdoor sales must be from a temporary tent or trailer, a permanent concession building or, under limited circumstances, from a beverage cart designated for such purpose.

The following conditions apply to all Full Permits:

- A) Seller must have all appropriate City and/or State licenses, and strictly comply with the requirements of such license, including having properly trained servers.
- B) Seller must have a Concession Agreement with the Park District.

The fee for a Full Permit will be established by the Board of Commissioners from time to time.

Alcoholic beverages, including beer, wine and other spirits, may be provided at other property owned or managed by the Park District and/or properties (e.g. the Edgewood Golf Course and Clubhouse, the Rose Creek Golf Course and Clubhouse and the Osgood Golf Course) under separate agreements between the Park District and the concessionaire, whether that be a direct concession agreement or a leasing arrangement. Those agreements will be reviewed periodically by the Board of Commissioners and staff.

Schedule A

Approved: 2/13/24

Consumption Permit Locations

- A. Lindenwood Park (1701 5th St S) – Daily permit.
- Main Shelter
 - Shelters - Ash, Elm, Kost
 - Rotary Shelter
 - Tent Setup for Events – Pond Hockey and Frozen Business Challenge – Event permit.
 - Lindenwood Softball Complex parking lot for Diamonds 5 & 6 - Daily permit.
- B. Oak Grove Park (170 Maple St N) – Daily permit.
- Shelter I (south main)
 - Shelter 2 (north main)
 - Horseshoe Pavilion (season permit only)
- C. Anderson Softball Complex – Season permit & Daily permit.
- Southwest Youth Ice Arena parking lot (4404 23rd Ave SW)
- D. Mickelson Complex parking lot (901 Oak St N) – Season permit & Daily permit.
- E. Rheault Farm (2902 25th St S) – Daily permit.
- F. Rabanus Park Volleyball Complex parking lot (4315 18th Ave SW) – Season permit.
- Shelters (3) at Volleyball Courts
- G. Rabanus Park (4515 18th Ave SW) – Daily permit.
- Shelter
- H. Trollwood Park (Kandi Lane and North Elm Street) – Daily permit.
- East Gazebo
 - West Gazebo
 - Art Mart
 - Main Shelter
 - Barn Stage
- I. Courts Plus Community Fitness (3491 S University Dr)

J. Urban Plains Park (5050 30th Ave S) – Daily permit.

- Shelter A
- Shelter B
- Shelter C
- Gazebo

K. Northside Softball Complex (6063 45th St N) – Season permit & Daily permit.

L. Edgewood Chalet, (19 Golf Course Ave N) – Daily permit.

M. Broadway Square (201 Broadway) – Daily permit.

Schedule B

Approved: 2/13/24

Alcoholic Beverage Sale Locations- Limited and Full Permits

- A. Anderson Softball Complex (2424 45th St SW) – Limited Permit
- B. El Zagal Golf Course (1400 Elm St N) - Limited Permit
- C. Mickelson Complex (901 Oak St N) - Limited Permit
- D. Rheault Farm (2902 25th St S) - Limited Permit
- E. Rabanus Park (4315 18th Ave SW) - Limited Permit
- F. Island Park (302 7th St S) - Limited Permit
- G. Urban Plains Park (5050 30th Ave S) - Limited Permit
- H. Great Northern Park (425 Broadway North) - Limited Permit
- I. Coliseum (807 17th Ave N) - Limited Permit
- J. Red River Zoo (4255 23rd Ave S) – Limited & Full Permits
- K. Northside Softball Complex (6063 45th St N) - Limited Permit
- L. Cornerstone Bank Arena (4404 23rd Ave SW) - Limited Permit
- M. Lindenwood Park (1701 5th St S) - Limited Permit
- N. Broadway Square (201 Broadway) – Limited & Full Permits
- O. Oak Grove Park (170 Maple St N) - Limited Permit
- P. Trollwood Park (3664 Elm St N) – Limited Permit
- Q. Rose Creek Golf Course (1500 East Rose Creek Parkway S) - Full Permit
- R. Edgewood Golf Course (19 Golf Course Ave N)- Full Permit
- S. Osgood Golf Course (4400 Clubhouse Dr S)– Full Permit
- T. F-M Curling Club (4300 23rd Ave S)-Full Permit
- U. Fargo Parks Sports Center (6100 38th St S) – Limited & Full Permits

Jack Williams

LEASE

THIS LEASE is made and entered into this 9 day of December, 1997, 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 ("Landlord") and GILBERT C. GRAFTON POST NO. 2, a nonprofit corporation ("Tenant").

Preliminary Statement

Tenant has for a period of more than 30 years occupied the Premises described on the attached Exhibit "A" under an oral lease between Landlord and Tenant. Tenant has at its own expense, caused the improvements shown on Exhibit "A" to be constructed and maintained. The parties desire to enter into a written agreement governing the future use of the Premises shown on Exhibit "A" (the "Premises").

IN CONSIDERATION of the covenants and promises contained herein, and for other good and valuable consideration, 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 legally described and depicted on the attached Exhibit "A".
2. USE. Tenant shall use and occupy the Premises as a baseball park and other uses commonly associated with a baseball park and for no other purpose without Landlord's written consent and provided that no such use shall be in violation of the laws of the State of North Dakota or the ordinances of the City of Fargo or the Park District of the City of Fargo.
3. TERM. The term of this Lease shall be for a period of 99 years commencing July 1, 1997, and ending June 30, 2096. Tenant may terminate the Lease at any time upon 90 days written notice to Landlord.
4. RENT. Tenant shall pay to Landlord at Fargo, North Dakota the sum of \$500 per year in advance on the 15th day of December, 1997, and the 15th day of December of each and every year thereafter during the term of this Lease or any renewal thereof.
5. REAL ESTATE TAXES. The Premises are presently tax exempt. If real estate taxes are assessed against the Premises during the term of this Lease, Tenant shall pay such real estate taxes as additional rent, provided that if real estate taxes are subsequently assessed against the Premises, Tenant may, at its option, cancel this Lease as of the effective date of the tax

assessment and provided written notice of cancellation is furnished Landlord at least 120 days prior to the effective date of such assessment.

6. SPECIAL ASSESSMENTS. Tenant shall pay all special assessments assessed against the Premises during the term of the Lease.
7. CONSTRUCTION. With Landlord's written consent, Tenant may alter or improve the Premises including the demolition of any existing structures at Tenant's sole option provided that all such construction shall be related to Tenant's use of the Premises as a baseball park. Alterations or improvements of a value of less than \$10,000 do not require Landlord's approval. All improvements shall be at Tenant's sole expense.
8. LANDLORD'S IMPROVEMENTS. Tenant accepts the Premises as presently constituted and nothing is required of Landlord to make the Premises suitable for Tenant's use. Landlord shall not be responsible for the furnishing of any utilities to the Premises provided that Tenant may make use of any existing utilities and shall be responsible for the cost of such utilities.
9. INSURANCE. Landlord, at its expense, shall carry fire and extended coverage upon any structures located on the Premises. 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 \$2,000,000.00, 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 cancellation of the insurance.

10. WAIVER OF SUBROGATION. All policies of insurance carried by either party covering the Premises, fixtures, improvements, inventory and contents, shall expressly waive any right including subrogation on the part of the insurer against the other party.
11. DAMAGE OR DESTRUCTION. If the Premises shall be partially or totally damaged by fire or other casualty so as to become partially or totally untenable, the Premises shall be rebuilt as soon as reasonably possible at the expense of Tenant unless Tenant shall elect not to rebuild. If Tenant elects not to rebuild, Tenant's building shall be removed from the

Premises at Tenant's expense and the Premises shall be restored to their condition prior to the erection of the building. This Lease shall thereupon terminate.

If Tenant elects not to rebuild, Tenant's structures shall be removed from the Premises at Tenant's expense and the Premises shall be restored to their condition prior to the erection of the structures. This Lease shall thereupon terminate.

If Tenant repairs or rebuilds after damage, Tenant's obligation shall be limited to rebuilding or restoring the Premises to a condition substantially the same as prior to the damage which shall comply with all applicable fire, safety and building codes of the City of Fargo.

Tenant shall give Landlord immediate notice of any damage or destruction to the Premises.

12. CONDEMNATION. If any part of the Premises are taken over or condemned for a public or a quasi-public use and a part remains which is suitable of occupancy hereunder, this Lease shall remain in force unless terminated by Tenant. If all of the Premises, or a part thereof, be taken or condemned so that there does not remain a portion susceptible for occupancy hereunder, this Lease shall terminate.

The parties shall cooperate in applying for and in prosecuting any claim for condemnation award. The new award after deducting all expenses, including attorney's fees, shall be divided, and Tenant shall be entitled to that portion of the award which would be awarded for its leasehold interest.

13. ASSIGNMENT. This Lease is personal to Tenant. Tenant shall not assign, sublet or mortgage this Lease or any right hereunder without prior written consent of Landlord which consent may be unreasonably withheld. Landlord need not consent to any assignment or sublease for a use substantially dissimilar to Tenant's use of the Premises. Landlord's consent may be conditioned upon amendment of the Lease to provide for market rent rather than nominal rent.

14. REPAIRS, MAINTENANCE AND UTILITIES. Tenant shall, during the term of this Lease and at its own expense, maintain in good repair and condition (ordinary wear and tear excepted) all buildings and improvements at any time located or erected on the Premises and shall use all reasonable precaution to prevent waste, damage or injury. Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in and to the Premises during the term of this Lease.

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

15. 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.
16. LANDLORD'S ACCESS. Landlord may enter upon the Premises at any reasonable time to inspect the Premises.
17. 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:

TO LANDLORD: The Park District of the City of Fargo
 701 Main Avenue
 Fargo, ND 58103

TO TENANT: Gilbert C. Grafton Post No. 2
 505 3rd Ave. N.
 Fargo, ND 58102
18. SIGNS. Tenant may, at its own expense, install any signs it desires on the Premises including advertising. No advertising of alcoholic beverages or tobacco products shall be permitted.
19. 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 Premises. Tenant shall take possession of the 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.
20. LIENS. Tenant covenants and agrees that it has no power to incur any indebtedness giving the right to a lien of any kind upon the right, title and interest of Landlord to the land covered by this Lease and that no person shall be entitled to

any lien directly or indirectly derived through or under it on account of any act or omission of Tenant, which lien shall be superior to the interest in this Lease reserved to Landlord upon the Premises. All persons contracting with Tenant or furnishing materials or labor to Tenant shall be bound by this provision. If because of any act or omission of Tenant any mechanic's lien or other lien charge or order for payment of money shall be filed against Landlord or any portion of the Premises. Tenant shall at its expense cause the same to be discharged of record or bonded within 90 days after written notice from Landlord to Tenant of the filing thereof and Tenant shall indemnify and save Landlord harmless against all costs, liabilities, claims and demands, including reasonable attorney's fees resulting therefrom.

21. 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 business.
22. DEFAULT. If Tenant shall default in any covenant or agreement contained in this Lease, and such default is not remedied within 30 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 30 days and Lessee 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 specifying the default to Landlord by Tenant.

23. 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.
24. 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 rate per month as under the last preceding tenancy.

25. LEASE EXPIRATION. Except as otherwise provided herein, upon the expiration of this Lease, Tenant, after the Lease expires, shall have 30 days to remove Tenant's property and improvements from the Premises and fill all excavations thereon and in case of failure to do so, Landlord may remove such property and improvements and fill the excavations at the cost of Lessee or may appropriate the same to its own use without compensation.

26. 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.

Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.

27. MISCELLANEOUS.

(A) Any consent required from either party under the terms of this Lease shall not be unreasonably withheld unless otherwise permitted under the terms of this Lease.

(B) If Tenant shall cease to exist, this Lease shall terminate unless Tenant's interest shall, with Landlord's consent, be transferred to another entity.

28. OBLIGATION OF PARTIES. The agreements in this Lease shall be binding upon and enforceable by the parties, their heirs, representatives, successors and assigns.

29. 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.

30. 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.

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

THE PARK DISTRICT OF THE
CITY OF FARGO

By: Linda Inniger
Linda Inniger, President
of the Board of Park
Commissioners

By: Erik R. Johnson
Erik R. Johnson, Clerk

LANDLORD

GILBERT C. GRAFTON POST NO. 2

By: Donald A. Schwinden
Donald A. Schwinden
Its: Commander/Post # 2

By: Joseph Parmer
Joseph Parmer
Its: Baseball Chairman

TENANT

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before this 9
day of December, 1997, by Linda Inniger, President of the Board of
Park Commissioners and by Erik R. Johnson, Clerk.

Kristi Creech
Notary Public
Cass County, North Dakota
My Commission Expires:

KRISTI CREECH
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires NOV. 4, 2002

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before this 9th
day of December, 1997, by Donald A. Schwinden and
Joseph Farmer the Commander
and Baseball Chairman of GILBERT C. GRAFTON POST NO.
2.

Joan Stading
Notary Public
Cass County, North Dakota
My Commission Expires:

JOAN STADING
Notary Public, State of ND
Comm. Exp. Apr. 4, 2000



MEMORANDUM

DATE: May 16, 2024

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations and Kevin Boe, Recreation Director

RE: Agenda Item No. 2 – Review updated Lease Agreement at Starion Field

Staff has been meeting with Fargo Post 400 Baseball to update the agreement between the Fargo Park District and Fargo Post 400 Baseball at Starion Field. The original agreement (2018) needed to be updated to include layout of the entire property, responsibilities of each organization, naming policy parks/facilities, concession policy and alcohol beverage policy.

In the packet is the original lease (May 18th, 2018) and the proposed lease with Fargo Post 400 Baseball at Starion Field.

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

Thank you.

LEASE

THIS LEASE ("Lease") is made effective as of the ____ day of _____, 2024 (its "Effective Date"), between **THE PARK DISTRICT OF THE CITY OF FARGO**, a North Dakota municipal corporation ("Park District"), and **FARGO METRO BASEBALL**, a North Dakota non-profit corporation ("Tenant").

RECITALS

A. Park District is the owner of certain real estate located in south Fargo and more particularly identified as "Starion Baseball Field" on Exhibit A attached hereto ("Land"); the Land being a portion of a larger parcel of real property owned by the Park District with a street address of 2401 42nd St SW, Fargo, North Dakota 58104 (the "Park District Parcel"), including the current structures on the Land that are commonly recognized as "Starion Baseball Field" (the "Facility").

B. The Tenant is organized as a nonprofit corporation and desires to fund the maintenance and operation of certain athletic and recreation facilities for the purpose of promoting athletic activities in the Fargo, North Dakota, area, including both youth and adult activity. The facilities will also be made available for use by the general public from time to time.

C. The Park District will retain title to the Land and shall own the Facility, and shall ensure legal and practical access to the Land and the Facility for Tenant's use pursuant the terms of this Lease.

AGREEMENTS

In consideration of the Recitals and the following mutual covenants and agreements, the parties agree as follows:

1. **Lease of Premises.** Park District hereby demises and leases to Tenant and Tenant hereby leases from Park District, the Land, the Facility, and all improvements now or hereafter erected thereon (collectively, the "Premises"), on the terms and conditions hereinafter set forth. The Facility and other improvements shown on the attached Exhibit A site plan, are wholly located upon the Land and included in the Premises.

2. **Term.** The initial term of this Lease shall commence on April 15, 2024 (the "Commencement Date"), and terminate on December 31, 2049 (the "Term"). Provided that Tenant is not in default beyond any applicable cure period or the Lease has not been previously cancelled or terminated, the Tenant shall have the option to renew and extend the Term of this Lease for 5 successive 5 year periods (each such period an "Extension Term") at the end of the initial 25-year term, and at the end of any Extension Term thereafter (the "Tenant's Options"). Notwithstanding the above, the Term, with extensions, will not extend beyond December 31, 2074. The parties rights and obligations during any Extension Term shall be subject to this Lease and constitute part of the Term hereof. Tenant's Options shall be exercised automatically unless Tenant elects to decline to exercise any of Tenant's Options by providing 120 days written notice of the same to the Park District prior to the end the then-applicable Term or Extension Term. This Lease shall be enforceable and be binding on both parties on the Effective Date.

3. **Rent.** Tenant shall be obligated to pay rent at the rate of \$1200 per calendar year during the Term from and after the Commencement Date. Rent will be prorated for any partial year. Rent is due in advance on the 15th day of January in each year.

4. **Use.** The Park District is a municipal subdivision organized under N.D.C.C. Chapter 40-49. As a public entity, it is concerned that any of its properties are used in such a way as to benefit the citizens of Fargo and the surrounding area and that such facilities not be used in such a way that would be inconsistent with the mission of a park district or otherwise bring discredit to the Park District, the City of Fargo or its citizens. The Premises shall not be used for any unlawful purpose. Its use shall at all times comply with the applicable rules and regulations, the ordinances of the City of Fargo and North Dakota state law.

- a. The Premises shall be used for athletic and recreational activities for the citizens of Fargo and surrounding communities, including but not limited to, youth and adult baseball. It is understood and agreed by the Park District that the use contemplated by the Tenant may include leasing/renting Facility to for-profit organizations from time to time. The use may include non-baseball related athletic activities and non-athletic activities. A portion of the Facility may be used for general office purposes for Tenant and all related office business activities. To the extent the Premises are used for non-athletic events, the Tenant shall use its best efforts to notify the Park District of the intended use and the schedule.
- b. The Park District retains the right to inquire as to the intended use and deny or prohibit a use that, in the reasonable opinion of the Board of Park District Commissioners or its designated committee, would bring discredit to the Park District or the City of Fargo. If the Park District conducts a program, Tenant will cooperate with Park District in establishing reasonable hours for such programs and a usage fee, if any, intended to cover Tenant's basic costs associated with providing the baseball facilities to the youth and/or adult of the area, which shall be paid to the Tenant.

5. **Financial.**

- a. Landlord responsibilities:
 - i. The Park District has previously committed \$225,000 towards the cost and installation of the artificial turf to be placed on the infield and the pitching bullpen areas of the Project Field, all as delineated on the attached Exhibit 2, which has been installed as of the date of this Agreement. All other costs and expenses associated with the purchase and installation of the artificial turf were the responsibility of FYB and Fargo Metro Baseball.
 - ii. In addition, the Park District will fund into a turf replacement escrow account the sum of \$10,000 per year for 20 years or until the Park District has funded the escrow account with \$200,000. As of the date of this Agreement, the Park District has funded this account in the amount of \$50,000.00. The escrow account shall be held and managed by the Park District. As of the date of this Agreement, Tenant has funded this account in the amount of \$_____.

b. Tenant responsibilities:

- i. Tenant will fund into a turf replacement escrow account the sum of \$5,000 per year for 20 years or until Tenant has funded the escrow account with \$100,000. As of the date of this Agreement, Tenant has funded this account in the amount of \$_____.

6. **Real Estate Taxes.** The Premises is currently tax-exempt. Special assessments levied and assessed against the Premises, if any, shall be the sole responsibility of Landlord. If real estate taxes are later assessed against the Premises because of Tenant's use (and this lease), Tenant shall be responsible to pay such taxes.

7. **Utilities and Services.** Landlord shall directly pay all charges of utility companies or public authorities for electricity, gas, water or other services or utilities furnished to the Premises during the Term. Tenant shall pay for all telephone, internet, and other related services unique to the tenant's operation for the Premises during the Term. Tenant will be responsible for providing all paper products and cleaning of the building.

8. **Tenants Fixtures.** Tenant and its concessionaires shall have the right to install trade fixtures upon the Premises and to remove and permit to be removed any or all such trade fixtures from time to time. Tenant shall remove all such trade fixtures prior to the expiration of the Term; provided, however, that Tenant shall repair and restore or cause to be repaired and restored any damage or injury to the Facility and improvements now or hereafter erected on the Premises caused by the installation and/or removal of any such trade fixtures.

9. **Repairs and Maintenance.** Tenant shall keep the concession stand, maintain the artificial turf, and the surrounding grounds (i.e. ball field and sidewalks) located on the Premises in good repair. The Landlord, however, as part of taking care of its adjacent property, will provide for yard care outside of the fence **as outlined in Exhibit "A"**. Tenant shall be responsible for all major and minor repairs and maintenance of the Facility. Further obligations and responsibilities of the parties are outlined on Exhibit "B".

10. **Alterations and Improvements.**

- a. **Consent.** Tenant may not demolish the Facility or other structure on the Premises. Tenant may, however, make such additions, alterations or improvements (collectively "Alterations") as Tenant may reasonably require in connection with its use of the Premises, provided the prior written consent of Park District (which shall not be unreasonably withheld) shall be required. Such Alterations, if made, shall become the property of Park District, a part of the Premises and subject to the terms hereof, except for those which constitute Tenant's trade fixtures or equipment.
- b. **Park District Review.** Park District may, at its option, in any case in which its approval is required as provided above, require Tenant to furnish it with copies of the applicable plans and specifications and any relevant contract between Tenant and any contractor or supplier, require Tenant to reimburse Park District for any out-of-pocket costs reasonably incurred by Park District in evaluating the proposed alterations (which shall not include any attorney's fees), require Tenant to obtain reasonable construction insurance coverages and establish a contractor payment protocol that protects against construction liens.

11. **Environmental, Health and Safety.**

- a. **Environmental Compliance.** Tenant will comply with, conform to, and obey, in all material respects, all Environmental, Health, and Safety Requirements (as defined herein) which may be applicable to Tenant or to the Premises, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, or any part thereof during the Term. Park District shall not be obligated to remedy any violation of Environmental, Health and Safety Requirements. The parties shall promptly deliver to each other copies of all notices made by a party to, or received by a party from, any governmental agency relating to an Environmental, Health and Safety Requirement.
- i. **Definition.** The term "Environmental, Health and Safety Requirements" shall mean all federal, state and local statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety and pollution and protection of the environment, including without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing discharge, release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or by-products, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as not or hereafter in effect.
- b. **Survival.** The obligations of the parties set forth in this Section shall survive the expiration or sooner termination of this Lease.
- c. **Smoking.** Park District desires and Tenant agrees that the Facility (including any addition) will be a smoke-free environment; provided, however, smoking may be allowed in a designated area outside of the Facility, if permissible under applicable law or ordinance, the location of the designated area to be approved by the Park District.

12. **Park District Access.** Park District may enter upon the Premises at any reasonable time to inspect the Premises, provided that Park District exercises its rights under this Section 12 so as to minimize any disruption to Tenant's operations.

13. **Insurance.** Landlord shall cause to be carried fire and extended coverage insurance upon the Premises for its full insurable value.

- a. Tenant, at its own expense, shall keep in force public liability insurance with limits of at least \$2,000,000 of excess umbrella liability coverage for persons injured or killed, and for property damage, with the Park District named as an additional insured. Copies of insurance policies or certificates of insurance shall be delivered to Park District, if requested by Park District. All policies shall require the insurance company to notify Park District in writing at least twenty (20) days prior to any cancellation of the insurance and that no act or omission of others shall avoid coverage as to Park District (so long as the aforementioned is available in the applicable market).

- b. Tenant shall be solely responsible for insuring against loss to all its personal property, contents, and Tenant-installed improvements or fixtures on the Premises.

14. **Indemnity.** Park District shall not be liable for, and is hereby relieved from all liability of any damage, expenses, causes of actions, fines, suits, demands, judgments, and claims of any nature whatsoever (collectively "Claims"), arising from the loss of, or damage to the Land, the Facility and any property of Tenant or of others, or injury or damage to persons or property using the Premises or otherwise resulting from Tenant's occupancy under the Lease. Tenant hereby accepts and assumes such liability and agrees to protect, indemnify and save Park District harmless from and against all of the aforesaid. Notwithstanding anything to the contrary contained in this Agreement, the indemnity obligations of this Section 14 shall not apply to any Claims arising from or caused, in whole or in part, by the negligence of Landlord in maintaining the designated parking areas shown on Exhibit A or any other parking areas on the Park District Parcel.

15. **Fire and Other Casualty.**

- a. **Notice of Destruction.** If the Premises should be damaged by fire, the elements, unavoidable accident or other casualty to the extent that the Premises is rendered totally or partially unusable by Tenant in the ordinary course of Tenant's business, Tenant shall give immediate written notice thereof to Park District.
- b. **Reconstruction.** If the loss renders the Premises totally inaccessible or unusable by Tenant in the ordinary conduct of Tenant's operations, then, subject to the following, Tenant may terminate this Lease by written notice to the Park District. If Tenant is not prevented by applicable laws from substantially rebuilding the Premises to its pre-existing condition, then Tenant may restore, repair or rebuild the same to the same condition as existed prior to the casualty, and this Lease shall remain in full force and effect. Any insurance proceeds in excess of amounts required to complete repair and restoration shall be the property of Tenant, and shall be paid to Tenant promptly after final completion of reconstruction. Notwithstanding, if Tenant terminates the Lease, Tenant shall cause the land to be restored to its condition that existed as of the Effective Date, and any excess insurance proceeds may be retained by Tenant.
- c. **Damage During Final Five Years of Term.** Notwithstanding anything herein to the contrary, if the damage or destruction occurs during the final five (5) years of then the applicable Term, or Extension Term, and occurs to the extent that the reconstruction cannot be completed within one hundred eighty (180) days, Tenant may terminate this Lease by providing the Park District with written notice within thirty (30) days following the damage or destruction. If the Tenant desires to rebuild, exercising its options to extend the lease term, the Tenant and Park District will negotiate, in good faith, the scope of the to-be-reconstructed building and amenities, also considering the needs of the citizens of Fargo. Notwithstanding, if Tenant terminates the Lease, Tenant shall cause the land to be restored to its condition that existed as of the Effective Date, and any excess insurance proceeds may be retained by Tenant.

16. **Condemnation.** If any part of the Premises are taken over or condemned for a public or quasi-public use, Tenant shall have the option to terminate this Lease by providing the Park District with written notice on, prior to, or within thirty (30) days after the date title shall vest in the condemner. If Tenant does not elect to terminate, and a part remains which is suitable for conducting Tenant's business operations, this Lease shall, as to the parts so taken, terminate on the date title shall vest in the condemner. If this Lease is not terminated by Tenant pursuant to a taking or condemnation

as above provided, and such taking or condemnation affects the Facility, Tenant shall, at its expense, restore the Facility to a complete architectural unit. If all the Premises or a part thereof be taken or condemned so that there does not remain a portion suitable for Tenant's operations, this Lease shall terminate. The parties acknowledge that a taking of a portion of the Land which does not affect the Facility and parking areas shall, in all probability, not affect the suitability of the Premises for the Tenant's business operations.

- a. The parties shall cooperate in applying for and in prosecuting any claim for condemnation award. The award, after deducting all expenses, including reasonable attorney's fees, shall be divided, and Tenant shall be entitled to that portion of the award which would be awarded for its leasehold interest and expenses for moving its fixtures and property; provided, however, that if Tenant does not elect to terminate and is required to restore the Facility to a complete architectural unit at its expense pursuant to the foregoing paragraph, then such Tenant restoration expense shall be the first of the expenses deducted from any condemnation award.

17. **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 Premises. Tenant shall take possession of the 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.

18. **Liens.** Tenant covenants and agrees that it has no power to incur any indebtedness giving the right to a lien of any kind upon the right, title and interest of Landlord to the land covered by this Lease and that no person shall be entitled to any lien directly or indirectly derived through or under it on account of any act or omission of Tenant, which lien shall be superior to the interest in this Lease reserved to Landlord upon the Premises. All persons contracting with Tenant or furnishing materials or labor to Tenant shall be bound by this provision. If because of any act or omission of Tenant any mechanic's lien or other lien charge or order for payment of money shall be filed against Landlord or any portion of the Premises. Tenant shall at its expense cause the same to be discharged of record or bonded within 90 days after written notice from Landlord to Tenant of the filing thereof and Tenant shall indemnify and save Landlord harmless against all costs, liabilities, claims and demands, including reasonable attorney's fees resulting therefrom.

19. **Assignment.**

- a. **Tenant Assignment.** Tenant shall not be permitted to assign, sublet, pledge, mortgage or hypothecate its interest under this Lease, or sub-lease the whole or any part of the Premises without Park District's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.
- b. **Park District Assignment.** Park District shall be permitted to assign, pledge, mortgage or hypothecate the Premises provided that a sale or an assignment would be subject to the provisions of this Lease, subject to notification to Tenant, and subject to any applicable security agreements, mortgages or other liens and encumbrances in favor Tenant's lender(s).

20. **Events of Default**. The following events or any one or more of them shall each be "Event of Default" under this Lease:

- a. **Monetary Default**. Tenant shall fail to pay any Rent within 30 days after the same is due and payable; provided, however, Tenant shall be entitled to written notice and afforded a 30-day opportunity to cure following Tenant's receipt of said written notice.
- b. **Performance Default**. Tenant shall fail to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure shall continue for more than 60 days after written notice thereof from the Park District; provided, if the default is susceptible to being cured but cannot be cured within 60 days, Tenant shall not be considered in default if Tenant shall, within such period, have commenced with due diligence and dispatch to cure such default, and shall thereafter complete with due diligence the curing of such default.
- c. **Bankruptcy**. Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of such party or any material part of its properties.

21. **Remedies**. In the event of any Event of Default by Tenant, Park District may exercise any one or more of the following remedies:

- a. **Termination of Lease**. Park District may terminate this Lease, without any right by the Tenant to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof;. Upon such termination, Tenant shall promptly surrender possession of the Premises to Park District
- b. **Equitable Remedies**. In the event of breach or threatened breach by Tenant of any provision of this Lease, Park District shall have the right of specific performance and injunctive relief in addition to all other remedies provided for herein.
- c. **Cumulative Remedies**. No right or remedy herein conferred upon or reserved to Park District is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.
- d. **Waiver**. No waiver by Park District of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Park District to seek a remedy for any breach by Tenant be a waiver by Park District of its rights and remedies with respect to such or any subsequent breach. The parties shall have the right at all times, any law, usage or custom notwithstanding, to enforce strictly the provisions of this Lease, and the failure of a party at any time or times strictly to enforce any provision hereof shall not be construed as having created a custom or waiver in any way contrary to the specific provisions of this Lease or as having in any way or manner modified this Lease.

22. **Estoppel Certificate.** Each party agrees to execute and deliver to the other, within 7 days after any written request for same, an "estoppel certificate" stating the amount of rent due from Tenant hereunder; that this Lease remains in full force and effect without amendment or modification (or specifying the nature of the modifications), the date to which rent has been paid; there are no continuing Events of Default (or stating the nature of any continuing Event of Default); and such other information concerning the Lease as Park District or Tenant may reasonably request. Such estoppel certificates may be relied upon

23. **Signage and Advertising.** Tenant acknowledges that the Park District will be known as the owner of the Premises, subject to the Lease to the Tenant, and that field shall be named of Starion Baseball Field. Tenant shall be permitted to sell signage and advertising right to the Premises beyond the naming of the Field (i.e. foul lines, bleachers, outfield fence, press box) subject to the approval of the Park District, which approval shall not be unreasonably withheld, conditioned or delayed. Any and all costs associated with signage or advertisements of the Premises and the appurtenant facilities shall be the sole responsibility of the Tenant.

a. Tenant shall receive and retain all revenue from the sale of the advertising rights. All companies or individuals who advertise shall meet the policies of the Park District and shall be approved by the Park District. A copy of the current naming policy is attached hereto as Exhibit "C".

b. The form, design and location of such recognition signage will also be subject to Park District approval. The signage should be size appropriate for the circumstances, and no electronic signage will be authorized.

24. **Concession:** Tenant shall be responsible for and shall receive all revenue from any concessions sold on the Premises. Landlord has entered into a concession agreement with a local company ("Beverage Concessionaire") granting the Beverage Concessionaire an exclusive concession for furnishing for sale on Landlord's property and in Landlord's buildings of canned and bottled drinks and other non-alcoholic beverages customarily dispensed from vending machines, coolers and portable dispensing facilities. Tenant's rights under this Lease shall be subject to and in accordance with the exclusive Concession Agreement between Landlord and Beverage Concessionaire. Tenant acknowledges and agrees that it will provide exclusively those products listed in the Landlord's beverage contract so as to allow Landlord to be in full compliance with its current or later awarded beverage contract. Landlord shall communicate any changes with Tenant as it relates to the Beverage Concessionaire.

25. **Annual Reports:** Tenant shall provide an annual report to the Park District which shall include, but is not limited to: a summary of annual funds raised through advertising and naming rights and how those funds are being allocated back into the facility by, short term and long term capital projects for the Premises, Tenant's usage of the Premises, and other issues surrounding the terms of this Agreement.

26. **Alcohol Policy.** The Park District prohibits the consumption of alcohol on the Premises. Tenant may apply for conditional alcohol permits as consistent with the policies of Landlord. Attached hereto as Exhibit "E" is a copy of the current alcohol policy of Landlord.

27. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing. Notice may be given by United States mail, delivery by a nationally recognized overnight commercial courier service or by personal delivery. Mailed notices shall be sent by United States

certified or registered mail, postage prepaid and return receipt requested and shall be deemed to have been given upon receipt by the addressee or upon refusal by the addressee to accept delivery. Notice by nationally recognized overnight commercial courier service shall be deemed given upon receipt by the addressee or upon refusal by the addressee to accept delivery thereof. Notice by personal delivery shall be deemed given upon personal delivery. In each case notice shall be sent/delivered as follows:

If to Park District:

Fargo Park District
Attn: Executive Director
6100 38th Street South
Fargo, North Dakota 58104

If to Tenant:

FARGO METRO BASEBALL
Attn: President
2401 42nd St SW
Fargo, North Dakota 58104

Any party may by notice given in accordance with this Section to the other parties designate another address or person for receipt of notices hereunder.

28. **Relationship of Parties.** The relationship between the parties hereto shall be that of landlord and tenant and nothing contained herein shall be construed to change or modify that relationship so as to make Park District and Tenant partners, joint venturers, or debtor and creditor.

29. **Recording Short Form.** At the request of either party, both parties agree to execute and deliver in recordable form, a short form of this Lease containing such provisions hereof as either party may desire. In the event this Lease is terminated for any reason whatsoever the parties will deliver an instrument in recordable form sufficient to show such termination. In the event of termination of this Lease for default of Tenant, if Tenant fails to execute, acknowledge and deliver an instrument of termination in recordable form, Park District may, in addition to and other right or remedy, do so on behalf of Tenant and Tenant hereby irrevocable appoints Park District its attorney-in-fact for such purpose.

30. **Parties Bound.** This Lease shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of and be enforceable by their respective successors and assigns.

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

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

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

34. **Governing Law.** This Lease shall be governed and construed in accordance with the laws of the State of North Dakota.

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

Landlord:

Park District of the City of Fargo

Tenant:

FARGO METRO BASEBALL

EXHIBIT A

Depiction of Premises

Starion Field
Fargo Post 400 Baseball

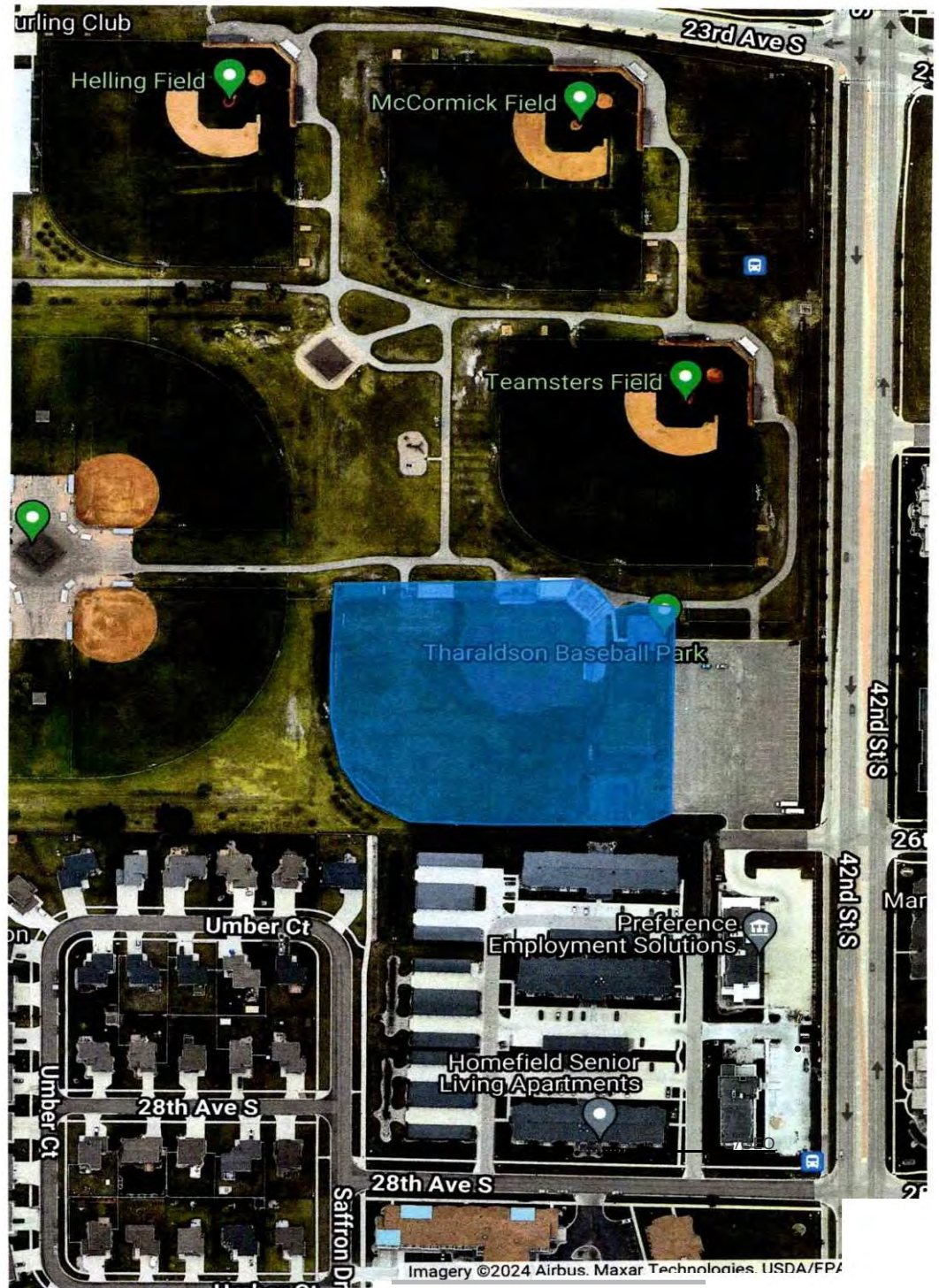


EXHIBIT B

Landlord/Tenant responsibilities

Fargo Park District Responsibilities

- Surrounding parking lot maintenance to include crack sealing, asphalt repairs, painting, and signage.
- Sidewalks repairs and maintenance outside of the fenced areas of the complex.
- Forestry Operations.
- Utilities
- Irrigation System Maintenance.
- Mowing grass outside of the fence.
- Start-up and winterization of all water systems.
- Snow Removal on sidewalks and parking lots when needed.
- Assist with putting up and taking down backstop netting.
- Planting and maintenance of floral areas for landscaping.
- Provide ag-lime and black topsoil for field maintenance.
- Maintenance, repair and replacement of fencing and light poles and fixtures.
- All needed electrical work throughout the complex.
- Dumpster/Garbage.

Fargo Metro Baseball Responsibilities

- All baseball field maintenance and preparation for practices and games
 - Mowing all areas inside fenced areas
 - Weed trimming all areas inside fenced areas
 - Fertilization baseball field
 - Aeration baseball field
 - Routine maintenance of artificial turf including partial replacement of artificial turf that costs less than \$2,000.00. Any partial replacements of artificial turf beyond shall be coordinated between the parties.
- Maintenance and replacement of all Legion related Memorials
- Maintenance and replacement of bleachers, seating areas, and picnic tables
- All maintenance, repairs, and needed upgrades to include but not limited to the press box, concession stands, bathrooms, ticket booth, clubhouse, flagpole, batting cages, bullpen areas, dugouts, and electronic sign.

EXHIBIT C

FARGO PARK DISTRICT

POLICY FOR NAMING PARKS/FACILITIES

Background and Purpose:

The Fargo Park District (“Park District”) receives requests from time to time to name a park or a Park District building. The requests are for various reasons, including financial or community contributions that the requesting party wants to recognize. The Park District feels that the naming of parks and Park District facilities should be a thoughtful process. A park or facility name can be enduring and stay with a piece of property long after any knowledge of its origin has passed. The selection of a proper name for a park or facility should be purposeful and systematic. A name may honor a person of significant stature within the community, recognize an organization or group of citizens which has contributed to the development of the facility, or appreciate a significant natural aspect of a park.

The following procedures are adopted to give the Board of Park Commissioners a means by which they can have a uniform policy to develop meaningful and creative names for Park District properties. Each request will be considered on a case-by-case basis. The procedures are intended to ensure consistency in park and facility naming, remove immediate emotional motivations and encourage creativity.

Procedure for Naming for Major Donations:

The park or facility naming procedure is intended to minimize the emotional impact of the naming process or naming request. The Park District desires that all parties involved (the requesting party, the Park District staff and commissioners, and the general public) are given time to think through the long-term implications of a name.

The following procedure should be followed in the naming of parks or facilities:

1. Staff will prepare a list of potential names and the rationale for the name based on input from any appropriate source. This may include a specific request from an organization or individual together with their rationale.

The list will be filtered based upon criteria contained within this policy.

2. The Facility Committee will review the list of potential names. The committee will discuss each name and its relative merits. Names may be added or eliminated from the list at this time.

3. At the next Facility Committee meeting, staff will provide any additional information requested by the committee and the Facility Committee may have the requesting party provide information. The committee shall narrow the list to three or less names at this meeting and forward the same on to the Park Commissioners.

4. The final action will be to place the proposed park or facility name on the next regular Board of Park Commissioners meeting agenda. If the Board chooses not to approve the recommended name, they will return the issue to the Facilities Committee with direction. The process will then begin anew.

Park/Facility Naming Criteria:

Listed below are the criteria which should be used to generate a list of potential park or facility names when undertaking the process described above.

1. The name of the subdivision associated with the park.
2. The name of the neighborhood in which the park or facility is located.
3. The school name, if adjacent to or closely identified with the park.
4. A name suggested by the developer of the property adjacent to the park provided the name submission is provided at or before the property is transferred to the Park District for park purposes.
5. A name of a local interest point or topographical feature near the park or facility, including a stream, vegetation or ecology of the area.
6. The name of an event or historical occurrence associated with the adjacent area.
7. A creative name based upon staff impressions of the site.
8. The name of which most of the neighborhood and/or area children refer to the park.
9. The name of a person who dedicates a major part or all of the land for the park or the building of the facility.
10. The name of a person of significant stature within the community.
11. The name of an organization or group of citizens which has contributed to the development of the park or facility.
12. Naming a park or facility for an individual is a special circumstance. Years from now someone should be able to ask “why this name” and the answer will be that the park or facility would not be here if not for the commitment and efforts of that person.

Naming Recreational Facilities Within Parks

To minimize confusion, parks will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions such as roads, waterways or defined pause places. However, naming of specific major recreational facilities within parks will be permitted. Under these circumstances such names should be different from the park name to avoid user confusion.

Naming Recreational Facilities within parks

All parks and recreational facilities eligible for naming rights shall be determined by the Executive Director or designee. ***Examples of but not limited to:***

Neighborhood Playground

Regional Playground

Universal Playground

Playfields (Soccer, Lacrosse, Baseball, Other at Discretion)

Courts (Tennis, Basketball, Other at Discretion)

Dog Parks

Shelters

Park Buildings

Named Scholarship or Program Endowments

Endowed Event

Endowed Program

Endowed Scholarship

Guidelines

The naming, renaming, or dedication of Park District assets and the amounts of the contributions necessary shall be determined by the Fargo Park District and Fargo Park District Foundation or in collaboration with the Executive Director or his/her designee and the Fargo Park District's Commission. Each project has opportunities that require unique decisions. The Park District reserves the right to discuss each project and its acceptance on a case-by-case basis.

Financial contributions associated with naming rights or dedications shall be held by the Fargo Park District Foundation until naming agreement has been reached and/or when expense has been incurred. Endowment funds will remain with the Fargo Park District Foundation and be appropriated annually for maintenance and/or program support.

Threshold

Listed below are guidelines that are meant to be a starting point in the negotiations with the contributor. Each project has opportunities that require unique decisions. Projects

1. Contribute all the land, or
2. Contribute to the costs of construction for the park or building to be named
 - a. For assets with costs of \$100,000 or less, contribution of 100% is requested
 - b. For assets with costs of \$100,001-\$999,999, contribution of 50% is requested
 - c. For assets with costs of \$1,000,000 or more, contribution of 25% is requested
3. A contribution by a donor to allow for a significant cost reduction in upgrading/expanding an existing facility within a park.
4. Provide an endowment for long term repair and maintenance of the park or property
5. Provide for a significant contribution for the costs of programming that will support the mission of the park district.

Terms/Expiration of Naming Rights

The duration of the naming rights will be evaluated on a case-by-case basis. In all scenarios, a term expiration should be established.

1. Term duration for assets with a working life of less than 15 years should expire at the end of the working life. Example: Scoreboard naming rights may expire at the end of the working life of the scoreboard.
2. Field naming rights when utilized for field improvements may have a similar expiration term. Example: Artificial Turf naming rights may expire at the end of the life of the turf

3. Existing assets like facilities and fields may require upgrade/expansion. Term duration for assets with a working life of more than 15 years are recommended to have a duration of 10-15 years.
4. Agreements can offer original naming sponsor the opportunity for renewal of the naming arrangement.
5. During the naming agreement, contributor will be responsible for changes made to their logo that would require changes to the signs on the asset.
6. Where a facility, building, landscape area, programs, or other related Park and Recreation asset is named for a corporate entity, the name used should normally be the shortest name possible.
7. Where the naming rights purchased are for a corporate entity or business, the naming rights shall be limited to not longer than the life of the corporate entity.
8. If a naming right opportunity includes signage, a detailed proposal of the signage, including design, layout, verbiage, and cost will need to be provided, in writing, for review and approval by the Executive Director or designee. Fargo Park District can specify sign size, sign type, and font of any naming rights signage or displays. The Fargo Park District will have final approval on all wording of plaques, press releases, and any and all factors and details of the Facilities or program naming.
9. Benefits which may violate other park policies or city policies or ordinances will not be included in any agreement.

Renaming of Parks or Facilities:

Renaming of parks or facilities should be done only after careful consideration. The request to rename an existing park or facility may originate from a variety of sources (e.g. the nearby neighborhood, subdivision developer, park staff, Facility Committee or commission members). The process for renaming a park would be the same as for a new park with the following two preliminary steps.

1. Upon receipt of a written request for a name change, staff would research information concerning the current name for the park or facility. The search would try to find a reason or circumstance for the initial naming of the park or facility and any over-riding commitment to the current name.

2. Finding no compelling reason to retain the current name, the Facility Committee may or may not choose to direct staff to initiate the process used for naming a new park. If the Facility Committee finds that there is a reason to retain the current name, the matter should be placed on the agenda of the Board of Park Commissioners meeting for final action, that being denying the renaming request or referring it back to staff to follow the process described above.

The Facility Committee and the Board may wish to consider renaming the park or facility if one or more of the following criteria are met:

1. The primary park users have submitted a petition for a name change that deserves consideration through the normal naming process described above.

2. An individual or organization contributes a significant portion of the costs for acquiring/developing/renovating a park or facility or adds significant land.

3. Provision of an endowment for the continued maintenance and/or programming of the park/recreational facility.

General Standards:

The following criteria must be met, including but not limited to, any corporate entity or business or corporate or individual or family naming, or presentation sponsorships:

1. Does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender, sexual preference, age, marital status, ancestry, national origin, or physical or mental disability, in compliance with all federal, state, and local laws and statutes; and
2. Name does not have connotations that by contemporary community standards are derogatory or offensive.
3. Does not promote environmental, work, or other practices that, if they took place in the park, would violate U.S. or state law (i.e., dumping of hazardous waste, exploitation of child labor, etc.).
4. Does not promote drugs, alcohol, tobacco, gambling or adult entertainment
5. Does not constitute violations of law.
6. Does not participate in unethical business practices as determined by a court of law.
7. Does not exploit participants or staff members of the Park District.
8. Does not include religious references or political statements.
9. Does not endorse products or services that do not comply with Park District policies and procedures, City, State or federal regulations, ordinances, codes, or statutes.
10. Does not appear to be in direct competition with Fargo Park District services or products.
11. Does not endorse products or services that conflict with Fargo Park District's mission.
12. Fargo Park District reserves the right to terminate any naming right agreements not in accordance with this Board Policy.

Sponsorship Policy:

Citizens, organizations, businesses or other that wish to sponsor a park, program, event or asset within a park may receive named recognition for that work upon recommendation of the Fargo Park District's Executive Director. Sponsorship levels are determined by the Fargo Park District as needed.

Approved September 7, 2021

EXHIBIT D

Concession Policy

Fargo Park District

Current Concession Locations for Soft Drink Beverages

Location

- Brunsdale Baseball Park
- Davies Softball
- Mickelson Softball
- Cornerstone Bank Arena
- Anderson Softball
- Starion Baseball Field
- Tharaldson Baseball
- Sports Arena
- Lindenwood Visitor Center and Bike Rental
- Coliseum Ice Arena
- Edgewood Golf Course
- El Zagal Golf Course
- Prairiewood Golf Course
- Rose Creek Golf Course
- Davies Pool
- Island Park Pool
- Southwest Pool
- Roger G Gress Northside Rec Pool
- Courts Plus Community Fitness
- North Softball Complex
- Pepsi Soccer Complex
- Tharaldson Little League Complex (Formerly Southwest Softball)
- Starion
- Special Events

**** *Locations can be added or deleted by the Park District.***

Healthy Choice Beverages Approved for All Locations

We are utilizing the Smart Snack Standards from the USDA. These are the standards:

- Plain water or plain carbonated water (no size limit)
- Low-fat milk, unflavored (<12 fl oz)
- Non-fat milk, flavored or unflavored (<12 fl oz), including nutritionally equivalent milk alternatives
- 100% fruit/vegetable juice (<12 fl oz)
- Other flavored and/or carbonated beverage (20 fl oz) that are labeled to contain <5 calories per 8 fl oz, or <10 calories per 20 fl oz

- Other flavored and/or carbonated beverages (<12 fl oz) that are labeled to contain <40 calories per 8 fl oz, or <60 calories per 12 fl oz.

Product examples:

- Bottled Water
- Low or No Calorie Sports Drinks -G2, Gatorade Zero, Powerade Zero, Propel, BodyARMOR Lyte, etc
- Flavored Water/Sparkling Water -AHA Sparkling, Bubly, Nestle Splash, Dasani Sparkling, La Croix, etc.
- Nutrient Beverages -Vitaminwater Zero, Bai Antioxidant Infusions, etc.

Zero Calorie Tea -Lipton Unsweetened Pure Leaf Tea, Lipton Diet Green Tea Citrus, Gold Peak Diet Tea, honest Tea, etc.

EXHIBIT E

Park District of the City of Fargo Alcoholic Beverage Policy

Approved: 02/13/24

I. OVERVIEW

The sale and/or consumption of alcoholic beverages on property owned or managed by the Park District is prohibited unless the sale and/or consumption is allowed by a duly issued permit from the Park District in accordance with this policy. Permits will be issued for designated indoor and outdoor facilities. For property managed by the Park District, the District will reasonably cooperate in working towards mutually agreeable arrangement whereby alcoholic beverages can be made available and/or sold at events (whether public or private) carried on at the property in accordance with all applicable laws and licensing requirements.

Any sale and/or consumption of alcoholic beverages on property owned or managed by the Park District without a permit is unlawful.

The consumption of alcoholic beverages is common at sporting events in Fargo. However, the consumption of alcoholic beverages should not detract from the programs and the use of facilities of the Park District. Consumption of alcoholic beverages on property owned or managed by the Park District should not be allowed when it will have a detrimental effect on the youth of Fargo. Revenue derived from permits will be used to defray the administrative costs of issuing the permits and any net revenue generated from Consumption Permits will be used for youth recreation programs. Any net revenue generated from Concession Agreements will be used for expenses of the event or facility where the sales were generated.

II. CONSUMPTION PERMITS.

Permits to allow for the consumption of alcoholic beverages on property owned or managed by the Park District may be granted for specified locations and may limit the type of alcoholic beverages that may be consumed at the location under the issued Consumption Permit. Under most circumstances, the Consumption Permit will limit the consumption to alcoholic beverages allowed under the Limited Permit described in Article IV. A security deposit may be required. The Consumption Permit will allow individuals to bring to that location the allowed alcoholic beverages that have been purchased elsewhere. A Consumption Permit does not allow for any sale of alcoholic beverages.

Locations where Consumption Permits are allowed are listed on the attached Schedule A which is specifically incorporated by reference herein as part of the Alcohol Beverage Policy. Schedule A may be amended from time to time by the Board of Commissioners of the Park District.

With the approval of the Board of Commissioners, a consumption permit may be issued for other Park District properties, but only under such terms as the Board of Commissioners shall determine.

The fees and the requirements for a security deposit for a Consumption Permit will be established from time to time by the Board of Commissioners of the Park District.

III. CONCESSION AGREEMENTS.

Permits for the sale of alcoholic beverages will be issued only in conjunction with a Concession Agreement with the Park District. The Concession Agreement between the applicant/seller and the Park District will provide, among other things:

- A) A statement of the concession fee (which may include a percentage of receipts formula) to be paid to the Park District.
- B) A description of the specific facility or property in or on which sales may take place.
- C) A designation of the term for which the permit is issued.
- D) A statement of the security required by the Park District, including procedures to ensure no sales to minors and that the beverages sold will not be taken from the designated facility or property.
- E) A description of the liquor liability and general liability insurance requirements to be maintained by the applicant/seller.
- F) The submission of the applicant/seller's intended advertising for approval by the Park District
- G) A security deposit, as required by the Park District, but in no case less than \$500.
- H) A statement as to whether or not the concession is exclusive.
- I) The applicant/seller's agreement to be responsible for all damage to persons or property caused by or related to its activities under the Concession Agreement, including repairs and clean-up, and its agreement to indemnify and hold the Park District harmless from claims arising out of use of property owned or managed by the Park District and the issuance of the permit.
- J) Seller must have all appropriate City and/or State licenses, and strictly comply with the requirements of such license, including having properly trained servers.

IV. LIMITED ALCOHOLIC BEVERAGE SALE PERMITS.

A Limited Alcoholic Beverage Sale Permit ("Limited Permit"), together with the Concession Agreement required under Article III above, will allow the applicant/seller to sell beer, wine, products such as "hard" lemonade, seltzers and ciders, provided the same are sold in single serving cans or

non-glass containers, or in the case of beer, in a keg monitored and serviced by the applicant/seller. The Limited Permit will be issued for a designated indoor facility or outdoor property owned or managed by the Park District. The sale of other spirits is not allowed under a Limited Permit.

Limited Permits may be issued for sales at the sites listed on Schedule B. The Limited Permit for property will be issued for a maximum of three (3) days. With the approval of the Board of Commissioners, a Sale Permit may be issued for other property owned or managed by the Park District but only under such terms as the Board of Commissioners shall determine.

Outdoor sales under a Limited Permit must be from a temporary tent or trailer or from a permanent concession building.

The following conditions apply to all Limited Permits:

- A) Seller must have all appropriate City and/or State licenses, and strictly comply with the requirements of such license, including having properly trained servers.
- B) Seller must have a Concession Agreement with the Park District.

The fee for Limited Permits will be established by the Board of Commissioners of the Park District from time to time.

V. FULL ALCOHOLIC BEVERAGE SALE PERMITS.

A Full Alcoholic Beverage Sale Permit ("Full Permit"), together with the Concession Agreement required under Article III above, will allow the applicant/seller to sell all alcoholic beverages, including beer, wine and other spirits, unless specifically restricted by the Park District, in or on the designated property owned or managed by the Park District.

A Full Permit may be issued for alcoholic beverage sales at or on various Park District properties as determined by the Board of Commissioners or its designated staff. The Applicant/Seller shall make application to the Park District for a Full Permit and, if issued, shall fully comply with all terms and conditions set forth by the Park District for the issuance of the Full Permit. Outdoor sales must be from a temporary tent or trailer, a permanent concession building or, under limited circumstances, from a beverage cart designated for such purpose.

The following conditions apply to all Full Permits:

- A) Seller must have all appropriate City and/or State licenses, and strictly comply with the requirements of such license, including having properly trained servers.
- B) Seller must have a Concession Agreement with the Park District.

The fee for a Full Permit will be established by the Board of Commissioners from time to time.

Alcoholic beverages, including beer, wine and other spirits, may be provided at other property owned or managed by the Park District and/or properties (e.g. the Edgewood Golf Course and Clubhouse, the Rose Creek Golf Course and Clubhouse and the Osgood Golf Course) under separate agreements between the Park District and the concessionaire, whether that be a direct concession agreement or a leasing arrangement. Those agreements will be reviewed periodically by the Board of Commissioners and staff.

Schedule A

Approved: 2/13/24

Consumption Permit Locations

- A. Lindenwood Park (1701 5th St S) – Daily permit.
- Main Shelter
 - Shelters - Ash, Elm, Kost
 - Rotary Shelter
 - Tent Setup for Events – Pond Hockey and Frozen Business Challenge – Event permit.
 - Lindenwood Softball Complex parking lot for Diamonds 5 & 6 - Daily permit.
- B. Oak Grove Park (170 Maple St N) – Daily permit.
- Shelter I (south main)
 - Shelter 2 (north main)
 - Horseshoe Pavilion (season permit only)
- C. Anderson Softball Complex – Season permit & Daily permit.
- Southwest Youth Ice Arena parking lot (4404 23rd Ave SW)
- D. Mickelson Complex parking lot (901 Oak St N) – Season permit & Daily permit.
- E. Rheault Farm (2902 25th St S) – Daily permit.
- F. Rabanus Park Volleyball Complex parking lot (4315 18th Ave SW) – Season permit.
- Shelters (3) at Volleyball Courts
- G. Rabanus Park (4515 18th Ave SW) – Daily permit.
- Shelter
- H. Trollwood Park (Kandi Lane and North Elm Street) – Daily permit.
- East Gazebo
 - West Gazebo
 - Art Mart
 - Main Shelter
 - Barn Stage
- I. Courts Plus Community Fitness (3491 S University Dr)

J. Urban Plains Park (5050 30th Ave S) – Daily permit.

- Shelter A
- Shelter B
- Shelter C
- Gazebo

K. Northside Softball Complex (6063 45th St N) – Season permit & Daily permit.

L. Edgewood Chalet, (19 Golf Course Ave N) – Daily permit.

M. Broadway Square (201 Broadway) – Daily permit.

Schedule B

Approved: 2/13/24

Alcoholic Beverage Sale Locations- Limited and Full Permits

- A. Anderson Softball Complex (2424 45th St SW) – Limited Permit
- B. El Zagal Golf Course (1400 Elm St N) - Limited Permit
- C. Mickelson Complex (901 Oak St N) - Limited Permit
- D. Rheault Farm (2902 25th St S) - Limited Permit
- E. Rabanus Park (4315 18th Ave SW) - Limited Permit
- F. Island Park (302 7th St S) - Limited Permit
- G. Urban Plains Park (5050 30th Ave S) - Limited Permit
- H. Great Northern Park (425 Broadway North) - Limited Permit
- I. Coliseum (807 17th Ave N) - Limited Permit
- J. Red River Zoo (4255 23rd Ave S) – Limited & Full Permits
- K. Northside Softball Complex (6063 45th St N) - Limited Permit
- L. Cornerstone Bank Arena (4404 23rd Ave SW) - Limited Permit
- M. Lindenwood Park (1701 5th St S) - Limited Permit
- N. Broadway Square (201 Broadway) – Limited & Full Permits
- O. Oak Grove Park (170 Maple St N) - Limited Permit
- P. Trollwood Park (3664 Elm St N) – Limited Permit
- Q. Rose Creek Golf Course (1500 East Rose Creek Parkway S) - Full Permit
- R. Edgewood Golf Course (19 Golf Course Ave N)- Full Permit
- S. Osgood Golf Course (4400 Clubhouse Dr S)– Full Permit
- T. F-M Curling Club (4300 23rd Ave S)-Full Permit
- U. Fargo Parks Sports Center (6100 38th St S) – Limited & Full Permits

Assignment of Agreement

This Assignment of Agreement (the "Agreement") is made and entered into this 31 day of MARCH, 2023 (the "Effective Date"), by and between **The Park District to the City of Fargo**, a Park District under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota, 58103 ("Park District"), **Fargo Youth Baseball**, a North Dakota non-profit organization, whose post office address is 1892 17th Avenue S, Fargo, North Dakota 58103 ("FYB"), and **Fargo Metro Baseball Association, a/k/a Post 400 Legion Baseball**, a North Dakota non-profit organization whose address is 1489 Shawna's Place S, Fargo, North Dakota 58106 ("FMBA").

Whereas, the Park District and FYB entered into an agreement (the "Agreement") dated May 23, 2018, regarding the leasing, maintenance, and other matters related to the Helling Field at the Tharaldson Baseball Complex (as identified as the "Project Field" in the Agreement). A copy of the Agreement is attached hereto and incorporated into this As

Whereas, FYB desires to assign all its rights and obligations under the Agreement to FMBA.

Whereas, FMBA desires to accept all rights and obligations under the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. FYB hereby assigns, conveys, and transfers to FMBA all of FYB's rights, privileges, obligations and responsibilities under the Agreement, effective as of the Effective Date.
2. FMBA assumes and agrees to perform all the duties and responsibilities of FYB under the Agreement, which accrue and become due on and after the Effective Date.
3. FYB represents and warrants that: (1) as of the Effective Date it not currently in breach of any terms of the Agreement; (2) the Park District is not in default under any of the terms, conditions, or covenants of the Agreement; (3) FYB's execution and delivery of this Assignment has been fully authorized by all necessary corporate action; (4) the person signing this Assignment on behalf of FYB has the requisite authority to do so and the authority to power and bind FYB.
4. FMBA hereby represents and warrants that: (1) FMBA shall comply with all terms, covenants, and conditions of the Agreement from and after the Effective Date; (2) FMBA's execution and delivery of this Assignment has been fully authorized by all necessary corporate action; and (3) the person signing this Assignment on behalf of FMBA has the requisite authority to do so and the authority to power and bind FMBA.
5. FMBA acknowledges that as part of the Agreement it is responsible to fund an escrow account for turf replacement and that as of the Effective Date FMBA shall have at least \$30,000.00 in escrow for turf replacement. FMBA agrees to continue to fund the escrow account as delineated in the Agreement.

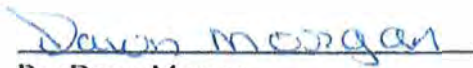
6. The Park District hereby acknowledges, accepts, approves and consents to the Assignment.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature or electronic signature, either of which shall be valid for all purposes.

8. This Assignment shall be construed under the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.\

The Park District to the City of Fargo



By: Dawn Morgan

Its: President



By: Dave Leker

Its: Clerk

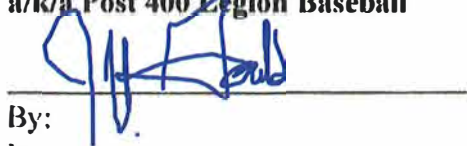
Fargo Youth Baseball



By:

Its: President / CEO

**Fargo Metro Baseball Association
a/k/a Post 400 Legion Baseball**



By:

Its:

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 23rd day of May, 2018, by and between **THE PARK DISTRICT OF THE CITY OF FARGO**, a Park District under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota 58103 ("Park District"), **FARGO YOUTH BASEBALL**, a North Dakota not-for-profit corporation, whose post office address is 1892 17th Street South, Fargo, North Dakota 58103 ("FYB") and Fargo Metro Baseball Assoc., whose post office address is P.O. Box 10131, Fargo, North Dakota ("Post 400").
Fargo ND 58106

Preliminary Statements

The Park District is the owner of certain properties throughout the City of Fargo, including the Tharaldson Baseball Complex ("Tharaldson") and the Anderson youth baseball facility (the "Anderson Field") in south Fargo. The Park District has other contractual relationships with FYB.

Post 400 also sponsors baseball programs and is participating in this Agreement for purposes of providing support to youth baseball in the Fargo area.

The parties have determined that it is in the best interests of youth baseball that a portion of a diamond at Tharaldson be covered in artificial turf.

FYB has requested that the Park District grant it the right to improve and repurpose what is now identified as the Helling Field at Tharaldson to be used as part of FYB's practice and competitive facilities, the location of Helling Field being shown on Exhibit No. 1 attached hereto and incorporated by reference herein (the "Project Field").

The improvements to be constructed will play a significant role in the development of the youth in our community by enhancing Tharaldson's baseball-related amenities and providing enhanced recreational activities for the youth of our community.

Agreement

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

1. Scope of Agreement. This Agreement shall not constitute a partnership or a joint venture by or between the Park District, FYB and/or Post 400. Neither party has a right or obligation to bind the other to any course of action or commitment as it relates to the improvements to Tharaldson and/or the Project contemplated by this Agreement. Each of the parties is an independent contractor and, although they will coordinate efforts with regard to the improvements, the Park District specifically is not assuming any obligations of FYB to its members or to the community.

2. Usage. FYB will develop the use and rental schedule of the Project. Helling Field will continue to be subject to the terms of such schedule. FYB specifically acknowledges that the Agreement does not grant to or infer any additional rights to FYB to use Helling Field or other fields in Tharaldson. FYB will allow Park District to schedule usage of the Project Field at no cost to the Park District. Park District usage is based on schedule availability at the time of the request to schedule by the Park District and is not guaranteed to be available.

3. Financial Obligations. The improvements described below will be purchased, constructed and installed at the expense of the Park District, FYB and Post 400 as further described below. The Park District will at all times have the right to review and approve any and all plans and specifications, construction schedules and things of that nature, which approval shall not be unreasonably withheld. FYB and Post 400 will be responsible for raising funds necessary to support their respective financial contribution to complete this Project. See Exhibit 3 for the contemplated improvement list.

A. The Fargo Park District's rights, duties and responsibilities for Helling Field are as follows:

- (1) The Park District will commit to and pay \$225,000 towards the cost and installation of the artificial turf to be placed on the infield and the pitching bullpen areas of the Project Field, all as delineated on the attached Exhibit 2. All other costs and expenses associated with the purchase and installation of the artificial turf will be the responsibility of FYB and Post 400.
- (2) In addition, the Park District will fund into a turf replacement escrow account the sum of \$10,000 per year for 20 years or until the Park District has funded the escrow account with \$200,000. The escrow account shall be held and managed by the Park District.
- (3) The Park District will commit to and pay all costs and expenses associated with renovating the irrigation system at the Tharaldson Little League fields.
- (4) The Park District will cause to be removed the fencing in and around the building located at the Anderson Fields (the "Anderson Building") and replace any such fencing that the Park District deems to be appropriate.
- (5) The Park District consents to FYB moving the Anderson Building to Tharaldson at the location identified on the attached Exhibit 2. Park District employees/carpenters will assist FYB in bracing the Anderson Building for the potential move to Tharaldson. Should FYB abandon the Anderson Building within the initial term of the agreement FYB will be required to return the building site back to its original state. FYB must

move the Anderson building to the Tharaldson Baseball Complex no later than May 1, 2019.

- (6) Once the Anderson Building is moved and completely refurbished at Tharaldson, including connection to utilities, the Park District, on an annual basis, will winterize the Anderson Building, maintain and control the building during the winter months and will pay the normal monthly utility costs associated with operating the Anderson Building.
- (7) Post 400, with the consent of former Fargo Legion standout and major league baseball player Rick Helling, named a field at Tharaldson as Helling Field. It is the intention of the parties that the Helling Field moniker will be applied to another field at Tharaldson described in this Agreement. The Park District will contact Rick Helling and request his consent to move the Helling name to another field and, upon receiving such consent, the Park District will, at its expense, cause to be moved to a newly identified Helling Field, all current signage.
- (8) The Park District will maintain and replace, when necessary, the current lights for the Project Field. The Park District will pay the utility cost for the lights including electricity but not limited to for the Project Field.
- (9) The Park District will maintain the fencing in and around the Project Field.
- (10) The Park District will maintain the irrigation system. In consultation with FYB and scheduling, the Park District will set the times for watering and pay the utility and water costs associated with the irrigation system.
- (11) The Park District will maintain the natural turf areas outside the fenced in areas of the Project Field. This will include mowing, watering and fertilizing in the ordinary course. The Park District will aerate the natural turf areas within the fenced area one time per year. Scheduling the aerating will be done in consultation with FYB.

B. FYB's responsibilities:

- (1) FYB will fund into a turf replacement escrow account the sum of \$5,000 per year for 20 years or until FYB has funded the escrow account with \$100,000.
- (2) FYB retains naming rights associated with the improvements at the Project Field, to include the artificial turf. The naming rights will be subject to the approval of the Park District, which approval will not be unreasonably withheld but with the understanding that the Park District is a public entity

and the sponsor or name shall not be inconsistent with Park District standards and policies. The form, design and location of such recognition signage will also be subject to Park District approval. The signage should be size appropriate for the circumstances, and no electronic signage will be authorized.

- (3) The potential move of the Anderson Building to Tharaldson shall be at the sole cost and expense of FYB, subject to the Park District's limited participation as described above. The Anderson Building will be used by FYB for storage of maintenance equipment, meeting areas for game staff and the principals of FYB, and for FYB concession sales. Any and all costs associated with the renovation of the Anderson Building, to include construction costs and connection to utilities, shall be at the sole cost and expense of FYB and/or Post 400.
- (4) FYB shall have the exclusive right to provide concessions at the Project Field out of the Anderson Building if it is moved. FYB will cause to be paid to the Park District an amount equal to 10% of the gross sales, net of sales tax. The monies paid to the Park District will be placed in an escrow fund to be held by the Park District, the monies to be expended for capital improvements to the Project Field. Either party may propose an expenditure of funds for a capital improvement from the escrow account but both parties shall agree on the expenditure.
- (5) FYB and/or Post 400 shall be responsible for the maintenance of both the artificial turf and natural turf areas within the fenced-in area of the Project Field except to the extent those obligations are assumed by the Park District pursuant to paragraph 3.A(11) above. FYB shall maintain the Project Field to standards equal to or greater than Park District standards with regard to maintenance of similar facilities. If FYB fails to so maintain the Project Field and fails to correct any deficiencies within ninety (90) days after written notice from the Park District, the Park District shall, in its sole discretion, have a right to terminate this Agreement.
- (6) FYB shall be solely responsible for scheduling the use of the Project Field. The schedule will be updated and provided to the Park District on a weekly basis for the period April 1 through October 31 of each year. FYB shall establish rental rates for the use of the Project Field by third party organizations, which rental rates will be subject to the approval of the Park District, which approval will not be unreasonably withheld. FYB will use its best efforts to make the Project Field available to other organizations at times that the Project Field is not scheduled for FYB or Post 400 activities. Rental proceeds will be retained by FYB to assist it in funding the operational costs of maintaining the Project Field as agreed to herein.

4. Consent. To accommodate the Park District's consent to this Agreement, the following specific provisions will apply as the improvements are constructed:

(a) All plans and specifications for capital improvements to the Project Field will be subject to the review and approval of the Park District, which approval will not be unreasonably withheld.

(b) Any and all construction will be subject to compliance with City codes and will comply with appropriate construction standards and methods recognized in the Fargo community.

(c) All contractors will be properly licensed, if required by law, and will provide performance and payment bonds and other commercial general liability insurance as may be recommended by the architectural firm retained by FYB, to design the improvements to the Project Field.

(d) The improvements, once completed, will remain the property of the Park District.

5. Insurance. FYB, at its expense, shall carry and/or require to be carried the following insurance associated with the construction of the improvements.

(a) Any and all insurance to insure the Anderson Building during the move and once located at Tharaldson from any damage during construction. If it is partially or totally damaged by FYB, its agents or contractors, the structure shall be rebuilt or repaired as soon as reasonably possible at the sole cost and expense of FYB.

(b) FYB and the contractors, at their expense, shall keep in force a comprehensive general liability insurance policy with a single limit of not less than \$1,000,000, with the Park District named as an additional insured. At the request of the Park District, copies of insurance policies or certificates of insurance will be delivered to the Park District. The policy shall require the insurance company to notify the Park District, in writing, at least 10 days prior to any cancellation of the insurance.

6. Indemnity. FYB shall hold the Park District harmless and free from all liability and claims for damages by reason of any injury to any persons, including employees, volunteers, baseball players of FYB, and property, including FYB's property, occurring because of or resulting from FYB's construction and installation of any improvements. FYB shall indemnify and save the Park District harmless from all liability, loss, costs, attorneys' fees and obligations arising out of such injuries or losses.

7. Assignment. FYB shall not assign this Agreement or any rights hereunder without the prior written consent of the Park District.

8. Term. The initial term of this Agreement shall commence on June 1, 2018 (the "Commencement Date"), and terminate on December 31, 2032 (the "Term"). Provided that FYB

is not in default beyond any applicable cure period or the Agreement has not been previously cancelled or terminated, the FYB shall have the option to renew and extend the Term of this Agreement for five (5) successive five (5) year periods (each such period an "Extension Term"). Notwithstanding the above, the Term, with extensions, will not exceed beyond December 31, 2064. The party's rights and obligations during any Extension Term shall be subject to this Agreement and constitute part of the Term hereof. FYB's options to extend shall be deemed to be exercised automatically unless FYB elects to decline to exercise any option to extend by providing not less than 120 days written notice of the same to the Park District prior to the end the then-applicable Term or Extension Term. This Agreement shall be enforceable and be binding on both parties on the Effective Date.

Notwithstanding the above, if the FYB does not commence construction of the Project Field on or prior to September 30, 2019, and/or complete construction of the Project Field by September 30 15, 2020, this Agreement, in the sole discretion of the Park District, may be terminated.

9. General Provisions.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

(c) This Agreement may be modified only by a written document signed by all parties. Any purported oral modification shall not be effective.

Dated the day and year first above written.

THE PARK DISTRICT OF THE CITY OF

By: [Signature]
Its: President

By: [Signature]
Its: Club Treasurer

FARGO YOUTH BASEBALL

By: [Signature]
Its: President

By: _____
Its: _____

Post 400

By: [Signature]
Its: President

By: _____
Its: _____

Exhibit No. 1
Site Plan

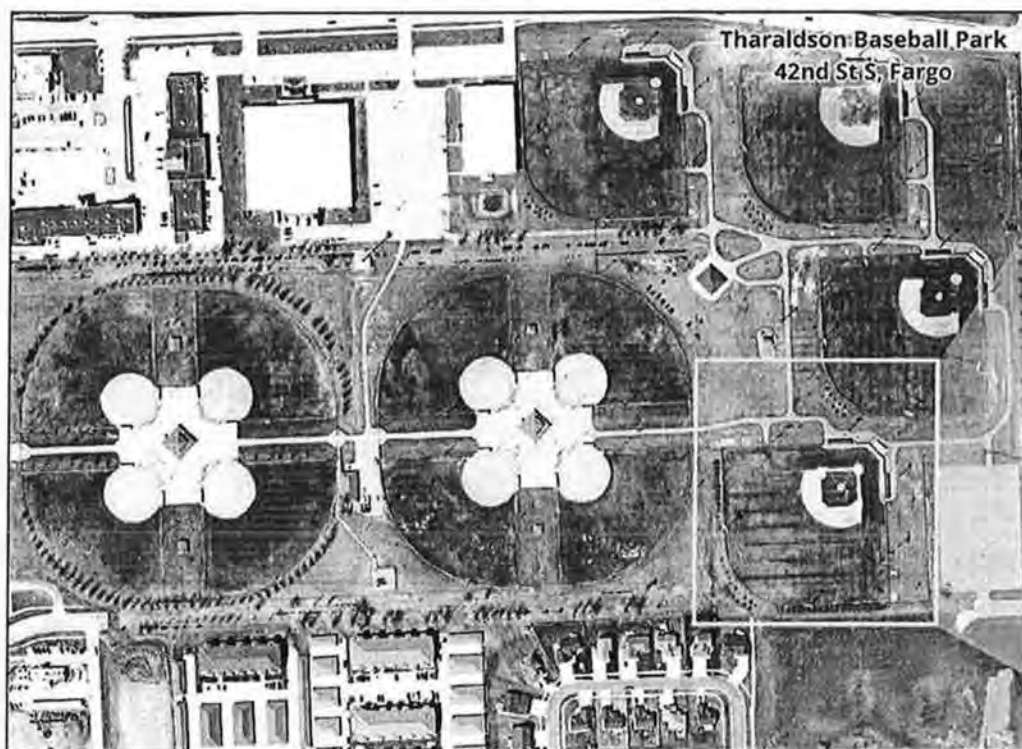


Exhibit No. 2
Helling Field and Adjacent Site Plan



Exhibit No. 3
Possible Improvement List

1. Turf infield
2. 40' x 60' building (Anderson Building)
3. Fencing
5. Bleachers
7. Scoreboard
8. Miscellaneous Items



MEMORANDUM

DATE: May 22, 2024

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 3 - Urban Archery Deer Hunting Program Update

Rob Mounts and Odin Helgeson from Sandhills Archery Club would like to present a recap of the 2023-2024 Urban Archery Deer Hunting Program. They will also explain some changes to the program for the upcoming 2024-2025. Changes that involve the park district are the expansion of two properties that are already in the Urban Archery Deer Hunting Program; Funfar Park and Peterson Island property. Staff recommends moving forward with the expansion of the two areas.

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

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

Thank you.

Fargo Wildlife Management Program

2023-2024 Recap

Background & Purpose of the Fargo WMP

- Established in 2006 to help curtail property damage from deer
 - Operated largely unchanged until 2022 when Sandhills took over administration of the program
- Goal: Through harvest and hunting pressure, to keep the deer population below a nuisance level.
 - Safety is paramount to both the public and the participants
- Public Benefit: Archery hunting is the most cost-effective method of managing urban deer herds
 - Not an eradication program

Current Program Administration

- Sandhills board member
- Four volunteer coordinators
- State & city hunting rules apply
- Specialized training on urban hunting
- Written test
- Shooting test

Updates for the 2023-2024 Season

- Four additional zones were added
- Alternate hunters were used to increase participation
- Debut of the venison donation program
- First full year using lighted nocks
 - Lighted nocks are on the back of the arrow, that illuminate when the arrow is fired, making arrow recovery much easier
- Four volunteer hunt coordinators

Season Summary

- 49 participants qualified, 45 were eligible to hunt
 - All participants responded to the end of season survey
- Arrows released / recovered: 29 / 29
- Misses: 5
- Hit, but not recovered: 1
- Deer harvested: 23
- Successful hunters: 18 of 45 40%
 - ND state-wide success rate was 29%

Hunting Statistics

- 2023-2024 Season Sept - Jan: 153 days / 22 weeks / 5 months
- Average times hunting per hunter: 8.27
- Average sits per hunter per month: 1.65
- Deer Sightings: 790
 - Bucks 163
 - Does 391
 - Fawns 236

Interactions with the Public

- Public Interactions: 124
 - Positive 26
 - Neutral 97
 - *Challenging 1
- Calls to Law Enforcement
 - Two teenagers shooting bb guns at songbirds & squirrels at Edgewood Golf Course
 - Illegal deer hunting by a non-participant (hunting from ground, weapon in hand)
 - *Hunter harassment and stand vandalism

What was Learned?

- New coordinator structure worked well
 - 4 volunteer coordinators, 9 hunters assigned to each
- Sharing of contact information
 - Hunters coordinated and communicated amongst themselves
- State vs. city laws and who enforces each was confusing
 - Jan 7th incident
 - Proposed solution for 2024-2025 season included

Proposed Changes for 2024-2025 Season

- Assign all eligible zones, not just Park District properties
 - Historically Park District properties have been assigned, city properties have been open to all within each region.
- Flexible zones based on in-season results
 - Coordinator/participant communication makes this possible
- Zone Expansions
 - Funfar Park – Have each side of bike path available
 - Peterson Park – move to edge of wood line
 - See attached

Proposed Changes for 2024-2025 Season

- Parking ID's
 - Easy to identify if parked vehicles are part of the program or not
- Uniform tags on the stands
 - Makes it easier to identify eligible participant stands from the ground
- Eligible hunters from 40 to 50
 - This would include an additional coordinator
 - Increases the harvest, recreational opportunities, and overall effectiveness of the program
- Dedicated training pages for State and City laws that can be easily referenced.

Proposed Changes for 2024-2025 Season

- Zone Reduction
 - Based on conversation with ND Game and Fish warden
 - He reviewed our map, thought 1A & 1C could potentially be issues
 - 1C was the zone with the hunter harassment issue this season
 - 1A has gone from open ground formerly owned by the seminary, to a new housing development, and is redundant with Peterson Park area.
 - Expand Peterson Park slightly to the natural edge of the woods and remove zone 1A.
 - Remove zone 1C
 - New 1B (Peterson Park zone) in purple, removing 1A in red (next slide)

Proposed Changes for 2024-2025 Season

- 2023 Zones near Peterson Park
- Red = City Property
- Purple = Peterson Island



Proposed Changes for 2024-2025 Season

- 2024 Zone
- Purple = Park Property
- Extend border to natural edge of tree line
- Remove city parcel



Funfar Park 2023 Zone

- 2023 Funfar borders
 - New zone for 2023
 - Bike path to the river and woods east of Broadway



Proposed Funfar borders for 2024-2025

- 2024 Proposed Funfar borders
 - Alter to encompass entire park
 - Berm separates homes from park – no direct sight lines
 - Based on 2023 hunting experiences and hunter feedback
 - Setbacks would still apply
 - West end largely not hunttable



Additional City Regulations

- In addition to all ND Game and Fish regulations regarding archery hunting:
 - Hunters must pass written & practical shooting tests administered by the WMP Coordinators assigned by Sandhills Archery Club
 - Hunters must permanently mark all arrow shafts with their last name and permit number.
 - Apply/obtain a City of Fargo permit and pay any related fee
 - Obtain NDGF specialty tag.
 - Hunters must use lit nocks on all arrows

Additional City Regulations

- All stands left in trees must have a WMP issued tag attached, with your permit number written on it
- All stands must be removed by Feb 28th, 2025
- Participants must use tree stands with a minimum height of 10 feet to the footrest of the stand
- Participants are required to use a fall restraint system/safety harness attaching themselves to the tree they are in, while hunting in the program.
- Wildlife drives or efforts to direct or push wildlife to certain locations as part of assisting participants shall be prohibited.
- Baiting is prohibited

Additional City Regulations

- Hunters cannot discharge an archery device in the following manner:
 - Across a street, sidewalk, road, highway, playground, or bike path.
 - Within 100 yards of a church, school, or playground.
 - Within 50 yards of any dwelling, building, structure, or vehicle, unless express permission to do so is obtained from the owner.
- Hunters cannot discharge an archery device in a way the projectile lands:
 - On public or private property other than the property the participant has permission to enter upon.
 - Within 75 feet of any front yard property line
 - Within 50 feet of any street or public right of way
 - Within 25 feet of any rear property line
- Any person who violates a provision of the article shall be charged with an infraction, punishable by a fine not to exceed \$1,000.



MEMORANDUM

DATE: May 16, 2024

TO: Fargo Park Board Facilities Committee

FROM: Kevin Boe, Recreation Director

RE: Agenda Item No. 4a - Review Proposed Programming, Events & Facilities Fees for 2025

As part of the budget process, we evaluate our current programming & facilities fees to determine recommendations for fee increases for 2025. As staff we looked program fees at a cost per participant and the trend of numbers in the last 5 years to determine the increase.

We have prepared a schedule of our current fee structure along with the increases that are being proposed. Some fees may be rounded up or down.

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

Thank you.

2025 Fargo Park District Recommended Youth Program Fees

	Team/ Individual	2024 Approved Fees	% of Increase	Amount of Increase	2025 Recommended Fees
Archery	Individual	\$ 42.00	3%	\$1.26	\$ 43.00
Art Classes Single Sessions	Individual	\$ 16.00	4%	\$0.64	\$ 17.00
ArtMania/Accelerated Artist	Individual	\$ 63.00	2%	\$1.26	\$ 64.00
Adaptive Playtown	Individual	\$ 102.00	3%	\$3.06	\$ 105.00
Playtown	Individual	\$ 112.00	3%	\$3.36	\$ 115.00
Baseball/Softball	Individual	\$ 59.00	2%	\$1.18	\$ 60.00
Basketball	Individual	\$ 71.00	5%	\$3.55	\$ 75.00
Learn to Skate/Hockey Skills	Individual	\$ 48.00	4%	\$1.92	\$ 50.00
Flag Football	Individual	\$ 63.00	2%	\$1.26	\$ 64.00
Ice Revue	Individual	\$ 125.00	4%	\$5.00	\$ 130.00
Sports Sampler	Individual	\$ 71.00	5%	\$3.55	\$ 75.00
Swimming Lessons	Individual	\$ 62.00	8%	\$4.96	\$ 67.00
Track	Individual	\$ 59.00	2%	\$1.18	\$ 60.00
Volleyball	Individual	\$ 103.00	5%	\$5.15	\$ 108.00
Volleyball Camp	Individual	\$ 104.00	4%	\$4.16	\$ 108.00
Pond Hockey	Team	\$ 126.00	5%	\$6.30	\$ 132.00
Butterfly Ball	Individual	\$ 32.00	5%	\$1.60	\$ 34.00
Learn to Build	Individual	\$ 10.00	0%	\$0.00	\$ 10.00
Climbing	Individual	\$ 60.00	0%	\$0.00	\$ 60.00
Tae Kwon Do	Individual	\$ 79.00	0%	\$0.00	\$ 79.00

*** Rounded to the Nearest Dollar

2025 Fargo Park District Recommended Adult Program Fees

	Team/ Individual	2024 Approved Fees	% of Increase	Amount of Increase	2025 Recommended Fees
16" Coed	Team	\$ 414.00	5%	\$ 20.70	\$ 435.00
3-on-3 Basketball	Team	\$ 116.00	5%	\$ 5.80	\$ 122.00
Adaptive Softball	Team	\$ 290.00	4%	\$ 10.15	\$ 300.00
Archery	Individual	\$ 55.00	5%	\$ 2.75	\$ 58.00
Basketball	Team	\$ 862.00	5%	\$ 43.10	\$ 905.00
Birding 101	Individual	\$ 38.00	0%	\$ -	\$ 38.00
Broomball	Team	\$ 1,030.00	0%	\$ -	\$ 1,030.00
Coed Softball	Team	\$ 891.00	5%	\$ 44.55	\$ 936.00
Figure Skating	Individual	\$ 73.00	5%	\$ 3.65	\$ 77.00
Happy Rollers (MS Group)	Individual	\$ 143.00	1%	\$ 1.43	\$ 144.00
Hockey - Drop In (noon)	Individual	\$ 5.00	0%	\$ -	\$ 5.00
Hockey - Drop in Novice (evenings)	Individual	\$ 10.00	0%	\$ -	\$ 10.00
Hockey - Team	Team	\$ 1,326.00	5%	\$ 66.30	\$ 1,392.00
Kickball	Team	\$ 218.00	2%	\$ 4.36	\$ 222.00
Sand Volleyball	Team	\$ 191.00	3%	\$ 5.73	\$ 197.00
Table Tennis	Individual	\$ 40.00	0%	\$ -	\$ 40.00
Volleyball	Team	\$ 381.00	3%	\$ 11.43	\$ 392.00
Pond Hockey	Team	\$ 222.00	6%	\$ 12.21	\$ 234.00
Glow Golf (4 Person)	Team	\$ 95.00	5%	\$ 4.75	\$ 100.00
Glow Golf (2 Person)	Team	\$ 42.00	5%	\$ 2.10	\$ 44.00
Senior Games	Individual	\$ 42.00	5%	\$ 2.10	\$ 44.00
Flag Football	Team	\$ 315.00	3%	\$ 9.45	\$ 324.00

*** Rounded to the Nearest Dollar

2025 Fargo Park District Recommended Miscellaneous Program & Facility Fees

		2024 Approved Fees	% of Increase	Amount of Increase	2025 Recommended Fees
Ice Rental	Prime	\$ 169.00	5%	\$ 8.45	\$ 177.00
	Non-Prime	\$ 117.00	5%	\$ 5.85	\$ 123.00
Ice Rental Studio Rink		\$ 53.00	2%	\$ 1.06	\$ 54.00
Public Skating Session	Youth 18 & under	\$ 4.00	0%	\$ -	\$ 4.00
	Adults over 18	\$ 5.00	0%	\$ -	\$ 5.00
	Family	\$ 8.00	0%	\$ -	\$ 8.00
Shelters	Small - Full Day	\$ 60.00	0%	\$ -	\$ 60.00
	Large - Full Day	\$ 170.00	3%	\$ 5.10	\$ 175.00
	Mega - Full Day	\$ 227.00	4%	\$ 7.95	\$ 235.00
	Warming House	\$ 84.00	0%	\$ -	\$ 84.00
Rheault Farm	Site - Full Day	\$ 846.00	4%	\$ 33.84	\$ 880.00
	Bunkhouse - Full Day	\$ 578.00	4%	\$ 21.96	\$ 600.00
	Shelter - Full Day	\$ 170.00	3%	\$ 5.10	\$ 175.00
Ski Rental	Youth 18 & under	\$ 8.00	3%	\$ 0.24	\$ 8.00
	Adults over 18	\$ 15.00	5%	\$ 0.75	\$ 16.00
Snowshoe rental		\$ 8.00	3%	\$ 0.24	\$ 8.00
Metro Rec - Indoor Soccer Fields	Per hour	\$ 64.00	3%	\$ 1.92	\$ 66.00
Volleyball Courts	Per court/hour	\$ 18.00	5%	\$ 0.90	\$ 19.00
Agrilime InFields					
Adult Fees	Per hour	\$ 30.00	10%	\$ 3.00	\$ 33.00
Youth Fees (high school age & below)	Per hour	\$ 13.00	10%	\$ 1.30	\$ 14.00
Double header - Youth	Per hour	\$ 8.00	15%	\$ 1.20	\$ 9.00
Double header - Adult	Per hour	\$ 18.00	10%	\$ 1.80	\$ 20.00
Tournament - Youth	Per hour	\$ 6.00	10%	\$ 0.60	\$ 7.00
Tournament - Adult	Per hour	\$ 14.00	15%	\$ 2.10	\$ 16.00
Grass In Fields					
Adult Fees	Per hour	\$ 35.00	5%	\$ 1.75	\$ 37.00
Youth Fees (high school age & below)	Per hour	\$ 18.00	10%	\$ 1.80	\$ 20.00
Double header - Youth	Per hour	\$ 14.00	15%	\$ 2.10	\$ 16.00
Double header - Adult	Per hour	\$ 27.00	10%	\$ 2.70	\$ 30.00
Tournament - Youth	Per hour	\$ 11.00	15%	\$ 1.65	\$ 13.00
Tournament - Adult	Per hour	\$ 25.00	10%	\$ 2.50	\$ 28.00
Soccer/Football/LaCrosse					
Adult Fees	Per hour	\$ 19.00	5%	\$ 0.95	\$ 20.00
Youth Fees (high school age & below)	Per hour	\$ 10.00	15%	\$ 1.50	\$ 12.00
Campground	Per day	\$ 35.00	5%	\$ 1.75	\$ 37.00
Sand Volleyball (4 courts)	Per day	\$ 158.00	11%	\$ 17.38	\$ 175.00
Sand Volleyball (8 courts)	Per day	\$ 210.00	5%	\$ 10.08	\$ 220.00

*** Rounded to the Nearest Dollar



MEMORANDUM

DATE: May 22, 2024

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. 4b – Review proposed Golf Fees for 2025

Attached are the proposed golf fees for the 2025 golf season as prepared with help from the Finance Department. The proposed fees are based on comparable public golf course rates and trends in the industry.

The proposed fees represent an approximate 8% increase to green fees, season passes and cart fees. Fee increases are recommended to capture the value that is available now due to the popularity and community demand of golf. There are a few minor adjustments made to round to the nearest amount as previously requested by the board. Explanation notes are included.

Staff recommends that the junior restricted fees, driving range fees for the buckets of balls, El Zagal foot golf and the 3-hole loop at Osgood remain at the same price as 2024.

Please contact me with questions.

Thank you for your consideration.

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

2025 Golf Fees Proposal

Green Fees	2024	8.00%	with actual	Proposed
	Price	Increase	increase	2025 Price
Adult Green Fees				
Edgewood & Rose Creek				
Edgewood & Rose Creek Prime	\$ 39.75	\$ 3.18	\$ 42.93	\$ 43.00
Edgewood & Rose Creek Non-Prime (M-F open-10:00 am)	\$ 31.50	\$ 2.52	\$ 34.02	\$ 34.00
Edgewood & Rose CreekTwilight(2-1/2 hours before dusk) & 9 hole	\$ 25.50	\$ 2.04	\$ 27.54	\$ 27.50
Osgood				
Osgood, Always	\$ 22.50	\$ 1.80	\$ 24.30	\$ 24.25
Prairiewood				
Prairiewood Always	\$ 18.00	\$ 1.44	\$ 19.44	\$ 19.50
El Zagal				
El Zagal Always	\$ 13.25	\$ 1.06	\$ 14.31	\$ 14.25
Senior Green Fees (ages 62 & over)				
Edgewood & Rose Creek				
Edgewood & Rose Creek Always	\$ 29.75	\$ 4.59	\$ 34.34	\$ 34.50
Osgood				
Osgood Always	\$ 17.00	\$ 2.44	\$ 19.44	\$ 19.50
3 Hole Loop	\$ 6.00		\$ 6.00	\$ 6.00
Prairiewood				
Prairiewood Always	\$ 13.50	\$ 2.05	\$ 15.55	\$ 15.50
El Zagal				
El Zagal Always	\$ 10.00	\$ 1.45	\$ 11.45	\$ 11.50
Junior Restricted Green Fees			No Change	
Edgewood / Rose Creek(ages 7 - 18)				
Edgewood & Rose Creek Always	\$ 25.75	\$ -	\$ 25.75	\$ 25.75
9 Hole Courses				
Osgood (Always) (ages 5-18)	\$ 14.75	\$ -	\$ 14.75	\$ 14.75
Prairiewood (Always) (ages 4-18)	\$ 11.75	\$ -	\$ 11.75	\$ 11.75
El Zagal (always) (ages 4-18)	\$ 8.50	\$ -	\$ 8.50	\$ 8.50
Cart Rider Fees				
Edgewood & Rose Creek 18 holes (EW & RC)	\$ 18.75	\$ 1.50	\$ 20.25	\$ 20.25
9 holes (EW, RC, OS, PW)	\$ 11.50	\$ 0.92	\$ 12.42	\$ 12.50
9 holes (EZ only)	\$ 9.25	\$ 0.74	\$ 9.99	\$ 10.00
Osgood Trail Fee	\$ 300.00	\$ 50.00	\$ 350.00	\$ 350.00
Range Buckets			No Change	
Small Bucket (34 balls)	\$ 5.00	\$ -	\$ 5.00	\$ 5.00
Medium Bucket (68 balls)	\$ 10.00	\$ -	\$ 10.00	\$ 10.00
Large Bucket (102 balls)	\$ 15.00	\$ -	\$ 15.00	\$ 15.00
Foot Golf at El Zagal			No Change	
Adults (anyone over 18)	\$ 8.00	\$ -	\$ 8.00	\$ 8.00
Juniors - restricted hours (ages 4-18)	\$ 5.00	\$ -	\$ 5.00	\$ 5.00

- Notes:
- 1)Adult, Senior and Intermediate Green Fees are increase 8%
 - 2) No change to Junior Restricted Green Fees
 - 3) No change to range buckets
 - 4) No change to FootGolf Fees
 - 5) Rounding to the nearest \$.25

2025 Golf Pass Price Proposal

Season Passes	2024	8.00%	Price	Proposed	
	Price	Increase	with Increase	2025 Price	Increase
Adult (Unrestricted)					
5 Fore 1 (all 5 courses)	\$ 925	\$ 74.00	\$999.00	\$ 1,000	\$ 75
Edgewood	\$ 815	\$ 65.20	\$880.20	\$ 880	\$ 65
Rose Creek	\$ 815	\$ 65.20	\$880.20	\$ 880	\$ 65
Par 3 (all 3 9-hole courses)	\$ 630	\$ 50.40	\$680.40	\$ 680	\$ 50
Osgood	\$ 550	\$ 44.00	\$594.00	\$ 595	\$ 45
Prairiewood	\$ 470	\$ 37.60	\$507.60	\$ 510	\$ 40
El Zagal	\$ 355	\$ 28.40	\$383.40	\$ 385	\$ 30
Osgood ABC Loop - Ages 19 - 99+	\$ 180	\$ 14.40	\$194.40	\$ 195	\$ 15
Household					
5 Fore 1 (all 5 courses)	\$ 1,665		\$1,665.00	\$ 1,800	\$ 135
Edgewood	\$ 1,465		\$1,465.00	\$ 1,585	\$ 120
Rose Creek	\$ 1,465		\$1,465.00	\$ 1,585	\$ 120
Par 3 (all 3 9-hole courses)	\$ 1,135		\$1,135.00	\$ 1,225	\$ 90
Osgood	\$ 990		\$990.00	\$ 1,075	\$ 85
Prairiewood	\$ 845		\$845.00	\$ 920	\$ 75
El Zagal	\$ 640		\$640.00	\$ 695	\$ 55
Senior (ages 62 and over)					
5 Fore 1 (all 5 courses)	\$ 650		\$650.00	\$ 800	\$ 150
Edgewood	\$ 570		\$570.00	\$ 705	\$ 135
Rose Creek	\$ 570		\$570.00	\$ 705	\$ 135
Par 3 (all 3 9-hole courses)	\$ 440		\$440.00	\$ 545	\$ 105
Osgood	\$ 385		\$385.00	\$ 475	\$ 90
Prairiewood	\$ 330		\$330.00	\$ 410	\$ 80
El Zagal	\$ 250		\$250.00	\$ 310	\$ 60
Intermediate (Unrestricted) (ages 13-23)					
5 Fore 1 (all 5 courses)	\$ 650		\$650.00	\$ 800	\$ 150
Edgewood	\$ 570		\$570.00	\$ 705	\$ 135
Rose Creek	\$ 570		\$570.00	\$ 705	\$ 135
Par 3 (all 3 9-hole courses)	\$ 440		\$440.00	\$ 545	\$ 105
Osgood	\$ 385		\$385.00	\$ 475	\$ 90
Prairiewood	\$ 330		\$330.00	\$ 410	\$ 80
El Zagal	\$ 250		\$250.00	\$ 310	\$ 60
Junior Restricted					
5 Fore 1 (all 5 courses) (9 hole courses unrestricted)	\$ 435		\$435.00	\$ 500	\$ 65
Edgewood (ages 7-18)	\$ 385		\$385.00	\$ 440	\$ 55
Rose Creek (ages 7-18)	\$ 385		\$385.00	\$ 440	\$ 55
Junior					
Par 3 (all 3 9-hole courses) (See course ages)	\$ 295		\$295.00	\$ 340	\$ 45
Osgood (ages 5-18)	\$ 260		\$260.00	\$ 300	\$ 40
Prairiewood (ages 4 - 18)	\$ 220		\$220.00	\$ 255	\$ 35
El Zagal & Osgood ABC Loop (age 4-18)	\$ 165		\$165.00	\$ 195	\$ 30

Notes:

All prices have been rounded to the nearest \$5, as past Pro and Board request to keep it even numbers



MEMORANDUM

DATE: May 22, 2024

TO: Fargo Park Board Facilities Committee

FROM: Kali Mork, Fargo Parks Sports Center Director

RE: Agenda Item No. 4c – Review proposed Fargo Parks Sports Center Fees for 2025

As part of the budget process, staff have done an evaluation of our fee structure to determine recommendations for 2025. The recommended fees are based on research on other similar facilities as well as in relation to our 2024 approved fees.

As was the case in 2024, as the Sports Center is a new facility, there is a need for fees to be somewhat fluid as we learn more about the facility's uses, scheduling, costs to operate and user demand for all the spaces. For the court and turf spaces, staff is recommending the new fees initiate for any rentals commencing after June 1, 2025. This is based on the flow of scheduling for the building up to this point. All other fees would commence on January 1, 2025.

In addition to evaluation of fees, staff did an analysis of what should be considered non-prime hours. Staff is proposing a small shift of when non-prime hours for all days and hours should begin. Rationale for this is based on usage activities in the turf and courts as well as what are considered summer vs. non-summer hours for the building itself.

The packet includes the list of 2025 recommended fees, comparable fee information from 2024 as well as the proposed categorization of non-prime hours.

Staff request the Committee to review the 2025 recommended fees for the Fargo Parks Sports Center and move 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.

2024 APPROVED NON-PRIME HOURS			RECOMMENDED CHANGE	2025 RECOMMENDED NON-PRIME HOURS			NOTES
Months	Days	Hours		Months	Days	Hours	
Jan-June & Sep-Dec	M-F	6am-3pm 9pm-11pm		Jan-May & Sep-Dec	M-F	6am-3pm 9pm-11pm	
July-August	Sun-Sat	All hours	Add June to this category	June-August	Sun-Sat	All hours	Follows shift in activities utilizing the space as well as changes to building hours

AREA	2024 APPROVED FEES		RECOMMENDED % INCREASE to RATE	RECOMMENDED AMOUNT OF INCREASE to RATE	2025 RECOMMENDED FEES (ROUNDED TO NEAREST DOLLAR)		NOTES
	Prime	Non-Prime	Prime	Prime	Prime	Non-Prime (70% of Prime Rate)	
PLAYING SPACES: per hour. Fees would commence on June 1, 2025							
Turf							
Full	\$ 400.00	\$ -	7.5%	\$ 30.00	\$ 430.00	\$ 301.00	
Half	\$ 200.00	\$ -	7.5%	\$ 15.00	\$ 215.00	\$ 151.00	
Quarter	\$ 100.00	\$ 70.00	7.5%	\$ 7.50	\$ 108.00	\$ 76.00	
Eighth	\$ 50.00	\$ -	7.5%	\$ 3.75	\$ 54.00	\$ 38.00	
Hardwood Courts	\$ 60.00	\$ 40.00	5.0%	\$ 3.00	\$ 63.00	\$ 44.00	
Ice	\$ 169.00	\$ 119.00	5.0%	\$ 8.45	\$ 177.00	\$ 124.00	
Pickleball	\$ 7.50	\$ 5.00	NA	NA	\$16.00		2024 rates were per person. Moving to a per court per hour rate as individuals will have the ability to reserve their court online ahead of time versus an open play environment.
MEETING SPACES: per hour. Fees would commence on January 1, 2025							
Community Rooms	\$ 60.00	\$ 40.00	5.0%	\$ 3.00	\$ 63.00	\$ 44.00	
Multi-Purpose Rooms	\$ 30.00	\$ -	5.0%	\$ 1.50	\$ 32.00	\$ 22.00	
OPEN PLAY: per person per visit. Fees would commence on January 1, 2025							
Open Turf	\$ -	\$ -	NA	NA	\$5.00		Maintaining consistent rate for all open play activities for cross-functional use of punch card
Open Court	\$ 5.00	\$ 5.00	5.0%	\$ 0.25	\$5.00		
Open Skate	\$ -	\$ -	NA	NA	\$5.00		
Playground	\$ 5.00	\$ 5.00	5.0%	\$ 0.25	\$5.00		
Track	\$ -	\$ -	0.0%	\$ -	\$0.00		
OTHER: Fees would commence on January 1, 2025							
Playground Birthday Parties	Varied		NA	NA	\$300.00		Up to 12 people Private party room for 2 hours Happy birthday message on party room television for birthday child Choice of Pizzas, Hot Dogs or Build Your own Burger Bar Each option includes 3 liters of pop and bag of chips per person Bring your own dessert Unlimited play on playground Free coupon for a return trip to the playground for each child
Punch Cards	10-punch punch card for the price of 9 visits						
Tournaments/Special Events	30% to 125% of Prime. Flexibility to offer full-day and partial day rental discounts based on nature of event as well as goals of the event. Staff is working toward a full matrix to ensure this sliding scale of pricing is applied consistently for every tournament and special event.						



MEMORANDUM

DATE: May 17, 2024

TO: Fargo Park Board Facilities Committee

FROM: Kevin Boe, Recreation Director
Dave Klundt, Aquatic and Recreation Manager
Isabelle Sinkler, Aquatic and Recreation Supervisor

RE: Agenda Item No. 4d - Review Proposed Aquatic Hours and Fees for 2025

As part of the budget process, we evaluate our current aquatic fees to determine recommendations for fee increases for 2025. As staff we looked at comparable facilities to determine a new structure for aquatic facility fees based on amenities.

We have prepared a schedule of our current fee structure along with the changes that are being proposed.

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

Thank you.

Current Hours:

- Monday – Friday
 - 1:00pm-5:00pm
 - 6:00pm-8:00pm

(Madison closed Evenings)
- Saturday & Sunday
 - 1:00pm-5:00pm



Proposed New Hours

- Tot Time/Cardio Club (IPP only):
 - 10:00am-11:30am (Mon-Thurs)
- Monday – Friday
 - 12:00pm-4:00pm
 - 5:00pm-8:00pm
- Saturday & Sunday
 - 12:00pm-4:00pm
 - 12:00pm-6:00pm (IPP only)

Amenities per Pool



Madison

Small body of water
Splash pad with 3 features



Roger G. Gress

Small play features with small slide
Big Spiral Slide
Small swimming area
2 shade structures



Southwest

Medium play features with small slide
3 waterfall towers
Spiral Slide
Big swimming area
4 shade structures



Davies

Large play feature with 3 small slides
Frog slide
Dump bucket
Rock climbing wall
1 big spiral slide
1 speed slide
Small swimming area
4 large shade structures



Island Park

Play feature with slides
Dump bucket
Lazy river
Tube slide
Fly time slide
Two 1-meters, Two 3-meters, One 5-meter
8 lane 50-meter competitive pool
7 shade structures
Upper Mezzanine

2025 Recommended Pool Fees

		2024 Approved Fees	% of Increase	Amount of Increase	2025 Recommended Fees
Outdoor Swim Daily Admission					NA
					NA
Madison Pool - Youth		\$ 4.00	0%	\$ -	\$ 4.00
Madison Pool - Adult		\$ 5.00	0%	\$ -	\$ 5.00
Roger G Gress @ Northside Rec - Youth		\$ 5.00	0%	\$ -	\$ 5.00
Roger G Gress @ Northside Rec - Adult		\$ 6.00	0%	\$ -	\$ 6.00
Southwest Pool - Youth		\$ 5.00	10%	\$ 0.50	\$ 5.50
Southwest Pool - Adult		\$ 6.00	8%	\$ 0.50	\$ 6.50
Davies Pool - Youth		\$ 5.00	30%	\$ 1.50	\$ 6.50
Davies Pool - Adult		\$ 6.00	25%	\$ 1.50	\$ 7.50
Island Park Pool - Youth					\$ 9.00
Island Park Pool - Adult					\$ 10.00
Outdoor Season Pool Pass					
Madison Pool	Youth	\$ 72.00	0%	\$ -	\$ 72.00
Madison Pool	Adult	\$ 92.00	0%	\$ -	\$ 92.00
Madison Pool	Family	\$ 193.00	0%	\$ -	\$ 193.00
Roger G Gress @ Northside Rec	Youth	\$ 72.00	25%	\$ 18.00	\$ 90.00
Roger G Gress @ Northside Rec	Adult	\$ 92.00	17%	\$ 16.00	\$ 108.00
Roger G Gress @ Northside Rec	Family	\$ 193.00	20%	\$ 39.00	\$ 232.00
Southwest Rec Pool	Youth	\$ 72.00	38%	\$ 27.00	\$ 99.00
Southwest Rec Pool	Adult	\$ 92.00	27%	\$ 25.00	\$ 117.00
Southwest Rec Pool	Family	\$ 193.00	30%	\$ 58.00	\$ 251.00
Davies Pool	Youth	\$ 72.00	63%	\$ 45.00	\$ 117.00
Davies Pool	Adult	\$ 92.00	47%	\$ 43.00	\$ 135.00
Davies Pool	Family	\$ 193.00	50%	\$ 97.00	\$ 290.00
Island Park Pool	Youth	NA			\$ 162.00
Island Park Pool	Adult	NA			\$ 180.00
Island Park Pool	Family	NA			\$ 387.00
All Pools (Five for One)	Youth	NA			\$ 185.00
All Pools (Five for One)	Adult	NA			\$ 205.00
All Pools (Five for One)	Family	NA			\$ 440.00
Indoor Pool Admission	Youth 18 & under	\$ 4.00	6%	\$ 0.24	\$ 4.25
	Adults over 18	\$ 5.00	5%	\$ 0.25	\$ 5.25
	Family	\$ 10.00	5%	\$ 0.50	\$ 10.50

Projected Operating Income/Expenses

	Part Time Salaries	Projected Income	Projected Expenses (Operating+HR)	Revenue-Expense	
Madison	\$51,458.33	\$19,483.60	(\$88,113.33)	(\$68,629.73)	
Roger G Gress	\$120,124.50	\$67,425.00	(\$176,049.50)	(\$108,624.50)	
Southwest	\$178,876.60	\$110,000.00	(\$246,651.00)	(\$136,651.00)	
Davies	\$172,289.00	\$226,915.00	(\$254,584.00)	(\$27,669.00)	
Island Park	\$314,464.90	\$373,205.00	(\$497,560.28)	(\$124,355.28)	includes all new supplies for this year
Total	\$837,213.33	\$797,028.60	(1,262,958.11)	(\$465,929.51)	



Season Passes [Hours & Prices](#) ▾

2024 Daily Pass Rates

Captain Day Pass (guests 48" & taller)	\$16.00
Mate Day Pass (guests less than 48" tall)	\$13.00
Senior Day Pass (age 62+)	\$13.00
Spectator Non-Swimmer Day Pass	\$8.00
Age 3 and Under	FREE
Twilite Rate (DAILY after 4pm)	\$10.00

2024 Season Pass Rates

Season passes include admission to Raging Rivers Waterpark for the duration of the season. If season pass holder meets the height requirement, the season pass holder has access to all amenities. We do not sell family season passes.

Black Friday	Nov. 20 - Nov. 27	\$105.00
Holiday Special	Nov. 28 - Jan. 2	\$125.00
Regular Season	Jan. 3 - August	\$155.00
Corporate Pass	Click here for more information	\$1,000.00

Fee Comparison



BUNKER BEACH WATER PARK

[HOURS OF OPERATION](#) [SEASON DATES](#) [SEASON PASSES](#)

[EXERCISE & EXTRAS](#) [GROUPS & PARTIES](#) [PLAN YOUR VISIT](#) [JOIN OUR TEAM](#)



HOURS OF OPERATION

2024 SEASON DATES - JUNE 8 - AUGUST 25

Open daily 11:00 a.m. - 7:00 p.m.

Hours are subject to change due to weather conditions.

AMENITIES

Locker (Jumbo) - \$15/day
Locker (Large) - \$10/day
Locker (Small) - \$7/day

Wave Pool Tube Rental
Single Tube -
\$3 (for up to 2 hours)

Double Tube -
\$5 (for up to 2 hours)

POOL CLOSURE POLICY

WAVE POOL TUBE POLICY



REGULAR ADMISSION

General Admission - \$19 per day
Senior Citizens (Age 62+) - \$15 per day
Guests Under 18 Months - No Charge

TWILIGHT ADMISSION (AFTER 4:00 P.M.)

General Admission - \$15 per day
Senior Citizens (Age 62+) - \$13 per day
Guests Under 18 Months - No Charge

* All persons entering Bunker Beach, including spectators, are required to pay the daily fee. A paying adult (age 16+) must accompany children under the age of 12. Visa, Mastercard, Discover, Apple Pay, Samsung Pay and cash are accepted.

Bunker Hills Regional Park requires a vehicle entrance permit. Purchase your annual permit online today.

BUNKER BEACH ATTRACTIONS



SEASON PASSES

Enjoy unlimited access to all Bunker Beach Water Park attractions and a separate entrance line for quick access to the water park.

Water Park Season Pass - \$150/person
Senior Season Pass (Age 62+) - \$120/person

* Cardio Club admission is not included as part of the standard season pass.

Water Park & Cardio Club Season Pass - \$185/person
Senior (Age 62+) & Cardio Club Season Pass - \$150/person
Cardio Club Season Pass - \$60/person

Bunker Hills Regional Park requires a vehicle entrance permit. (Not included with the purchase of a Bunker Beach season pass or class.)

Season Passes can be picked up during the season at the Bunker Beach admissions booth, on Season Pass Pickup Night from 5-8 pm on June 6 or pickup at the Bunker Hills Activities Center during regular business hours. More information below in the season pass holder promotions tab.



MEMORANDUM

DATE: May 20, 2024

TO: Fargo Park Board Facilities Committee

FROM: Kelly Kisell, Club Director

RE: Agenda Item No. 4e – Review proposed 2025 Courts Plus Community Fitness Membership and additional Fees

Attached is proposed fee schedules for the 2025 Courts Plus fees.

Staff is recommending:

- 3% increase in Membership fees.
- \$1 increase in monthly Child Watch fees per child.
- \$0.50 increase for hourly tennis court rental.

For more information, please contact me prior to the scheduled meeting.

Thank you!

2024

	Base	nontaxable	taxable	tax	total
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Short term

Individual	58.01	53.95	4.06	0.3	\$58.31
Dual	77.34	71.93	5.41	0.41	\$77.75
Family	94.41	87.8	6.61	0.5	\$94.91

Junior Ind	46.65	43.38	3.27	0.25	\$46.90
Junior Dual	65.96	61.34	4.62	0.35	\$66.31

12 Month Agreement

Individual	52.21	48.56	3.65	0.27	\$52.48
Dual	69.61	64.74	4.87	0.37	\$69.98
Family	84.96	79.01	5.95	0.45	\$85.41

Senior Ind	46.41	43.16	3.25	0.24	\$46.65
Senior Dual	61.87	57.54	4.33	0.32	\$62.20
Senior Family	75.53	70.24	5.29	0.40	\$75.92

Junior Ind	41.97	39.03	2.94	0.22	\$42.19
Junior Dual	60.70	56.45	4.25	0.32	\$61.02

Paid In Full

Individual	626.53	582.67	43.86	3.29	\$629.82
Dual	835.29	776.82	58.47	4.39	\$839.68
Family	1019.58	948.21	71.37	5.35	\$1,024.93

Senior Ind	556.94	517.96	38.98	2.92	\$559.86
Senior Dual	739.99	688.02	51.97	3.90	\$743.89
Senior Family	903.27	839.83	63.44	4.76	\$908.03

Junior Ind	503.37	468.11	35.25	2.64	\$506.01
Junior Dual	728.37	677.38	50.99	3.82	\$732.19

2025

	Base	Non-Taxable	Taxable	Tax	Total	Increase
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Short term

Individual	59.75	55.57	4.18	0.31	\$60.06	1.75
Dual	79.66	74.08	5.58	0.42	\$80.08	2.33
Family	97.24	90.43	6.81	0.51	\$97.75	2.84

Junior Ind	48.05	44.69	3.36	0.25	\$48.30	1.4
Junior Dual	67.94	63.18	4.76	0.38	\$68.32	2.01

12 Month Agreement

Individual	53.78	50.02	3.76	0.28	\$54.06	1.58
Dual	71.69	66.67	5.02	0.38	\$72.07	2.09
Family	87.52	81.39	6.13	0.46	\$87.98	2.57

Senior Ind	47.80	44.45	3.35	0.25	\$48.05	1.4
Senior Dual	63.73	59.27	4.46	0.33	\$64.06	1.86
Senior Family	77.79	72.35	5.45	0.41	\$78.20	2.28

Junior Ind	43.25	40.22	3.03	0.23	\$43.48	1.29
Junior Dual	62.50	58.13	4.38	0.33	\$62.83	1.81

Paid In Full

Individual	645.36	600.18	45.18	3.39	\$648.75	18.93
Dual	860.28	800.06	60.22	4.52	\$864.80	25.12
Family	1050.24	976.72	73.52	5.51	\$1,055.75	30.82

Senior Ind	573.60	533.45	40.15	3.01	\$576.61	16.75
Senior Dual	764.76	711.23	53.53	4.01	\$768.77	24.88
Senior Family	933.48	868.13	65.35	4.90	\$938.38	30.35

Junior Ind	519.00	482.67	36.33	2.72	\$521.72	15.71
Junior Dual	750.00	697.50	52.50	3.94	\$753.94	21.75

	Courts Plus	YMCA	Family Wellness
Membership	<i>12 Month/Short Term</i>	<i>Monthly</i>	<i>Monthly</i>
Individual	\$54.06 / \$60.06	\$59	\$63
Dual	\$72.07 / \$80.08	x	x
Family	\$87.98 / \$97.95	\$90	\$103
Senior	\$48.05 / \$60.06	\$54	x
Youth (9-12)	\$43.48 / \$48.30 (9-12)	\$37 (9-17)	x
Young Adult (18-29)	x	\$48	x

Monthly Enrollment Fee	<i>Short Term Only</i>		
Individual	\$50	\$50	x
Dual	\$50	\$50	x
Family	\$50	\$50	x
Senior (Individual Rate)	\$50	\$50	x
youth (Individual Rate)	\$50	\$0	x

Childcare			
Hourly Rate per child (2 hour max)	\$3	\$7	\$6.25
2 children	\$6	\$14	\$8
3+ children	\$9+	\$21	\$10

*YMCA - Included with Family/Household Package, \$114/month

*Family Wellness - Included with Family/Household Package, \$136/month

Day Rate			
Youth	\$20.00	x	\$20.00
<i>(with a member)</i>	<i>\$15.00</i>	x	x
Adult	\$20.00	x	\$20.00
<i>(with a member)</i>	<i>\$15.00</i>	x	x
Family	\$35.00	x	\$30.00
<i>(with a member)</i>	<i>\$30.00</i>	x	x

*YMCA only allows non-members in on Sundays for \$15 unless member uses a complimentary guest pass

Child Watch Add-On

Unlimited Child Watch

\$26/month 1-2 kids

\$31/month 3 kids

\$36/month 4+ kids

Other Add-Ons

Tanning add-on - \$25 per membership

Monthly Locker Rentals - \$7 per month

Tennis Courts Rentals – \$22 per hour

Playground Fee - \$5 per child (non-member)



MEMORANDUM

DATE: May 22, 2024

TO: Fargo Park Board Facilities Committee

FROM: Tyler Kirchner, Project Manager

RE: Agenda Item No. 5 - Review bids for the 2024 Yunker Farm Dog Park Improvements

Bids for the 2024 Yunker Farm Dog Park Improvements were received and opened May 16, 2024, at 2:00 P.M., at the Park District Office. Attached to this memo is the bid tab and letter of recommendation from MBN Engineering.

We received five bids; (1) Lee Jones & Sons Construction, Co., (2) Northern Improvement Company, (3) Roers Construction Joint Venture, LLC, (4) Border Stating Paving, and (5) Earthwork Services, Inc. Upon review of the bids, staff recommends awarding the contract to Roers Construction Joint Venture, LLC, for the base bid total of \$897,693.41. In addition, staff recommends approving Alternate #1 – Concrete Parking Lot - \$36,589.50 and Alternate #2 – Concrete Mow Strip for all Fencing - \$34,600.00 for a combined total of \$968,882.81. The Engineer's Estimate for the base bid total is \$1,017,223.49 and \$185,076.50 for Alternate #1 and Alternate #2 for the combined total of \$1,202,299.99. The bid met all specifications and was the lowest bid. The funds from the project will come from the 2024 capitals and the 2024 concrete and asphalt budget.

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

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

Thank you.



Fargo Park District
Yunker Farm Dog Park
BID FORM SECTION 00 4100 MBN PROJECT #24-011
BID DATE: May 16, 2024
TIME: 2:00 PM

Contractor			Roers Construction Joint Venture LLC		Northern Improvement Company		Lee Jones & son Construction Co.		Earthwork Services, Inc.		Border States Paving, Inc.	
Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Demolition												
Remove Existing Concrete Pavement (All Thicknesses)	32	SY	\$40.00	\$1,280.00	\$31.00	\$992.00	\$312.50	\$10,000.00	\$16.00	\$512.00	\$17.00	\$544.00
Remove Existing Concrete Curb & Gutter	35	LF	\$10.00	\$350.00	\$22.00	\$770.00	\$257.14	\$8,999.90	\$15.00	\$525.00	\$18.10	\$633.50
Remove Existing 6" Watermain	4	LF	\$150.00	\$600.00	\$31.50	\$126.00	\$30.00	\$120.00	\$33.00	\$132.00	\$12.60	\$50.40
Remove & Salvage Existing Fire Hydrant	1	EA	\$250.00	\$250.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$425.00	\$425.00
Clear & Grub Existing Trees/Stumps	1	LS	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$18,700.00	\$18,700.00
Demolition Total				\$17,480.00		\$25,938.00		\$21,119.90		\$12,269.00		\$20,352.90
Earthwork/Erosion Control/Landscaping												
Site Work	1	LS	\$88,723.00	\$88,723.00	\$120,000.00	\$120,000.00	\$139,403.00	\$139,403.00	\$125,000.00	\$125,000.00	\$93,300.00	\$93,300.00
Seeding (Non-Irrigated Mix)	16,100	SY	\$1.20	\$19,320.00	\$1.25	\$20,125.00	\$1.20	\$19,320.00	\$1.80	\$28,980.00	\$1.35	\$21,735.00
Erosion Control	1	LS	\$10,640.00	\$10,640.00	\$11,150.00	\$11,150.00	\$10,640.00	\$10,640.00	\$16,500.00	\$16,500.00	\$12,000.00	\$12,000.00
Landscape Rock Mulch	39	CY	\$197.50	\$7,702.50	\$210.00	\$8,190.00	\$197.50	\$7,702.50	\$330.00	\$12,870.00	\$223.00	\$8,697.00
Steel Landscape Edging	276	LF	\$17.45	\$4,816.20	\$18.30	\$5,050.80	\$17.45	\$4,816.20	\$12.00	\$3,312.00	\$19.70	\$5,437.20
Rip-rap (NDDOT Class 2)	8	CY	\$155.00	\$1,240.00	\$165.00	\$1,320.00	\$155.00	\$1,240.00	\$100.00	\$800.00	\$175.00	\$1,400.00
New Shrub	37	EA	\$37.00	\$1,369.00	\$40.00	\$1,480.00	\$37.00	\$1,369.00	\$50.00	\$1,850.00	\$41.70	\$1,542.90
New Tree	14	EA	\$510.00	\$7,140.00	\$535.00	\$7,490.00	\$510.00	\$7,140.00	\$620.00	\$8,680.00	\$575.00	\$8,050.00
Earthwork/Erosion Control/Landscaping Total				\$140,950.70		\$174,805.80		\$191,630.70		\$197,992.00		\$152,162.10
Utilities												
4" Perforated Schedule 40 PVC Drintile w/ Filter Sock	60	LF	\$71.62	\$4,297.20	\$53.55	\$3,213.00	\$51.00	\$3,060.00	\$56.00	\$3,360.00	\$17.30	\$1,038.00
12" HDPE Storm Sewer Line	333	LF	\$38.55	\$12,837.15	\$45.15	\$15,034.95	\$43.00	\$14,319.00	\$48.00	\$15,984.00	\$43.90	\$14,618.70
12" SDR35 Storm Sewer Line	207	LF	\$159.55	\$33,026.85	\$58.80	\$12,171.60	\$56.00	\$11,592.00	\$62.00	\$12,834.00	\$60.60	\$12,544.20
15" HDPE Storm Sewer Line	485	LF	\$40.51	\$19,647.35	\$51.45	\$24,953.25	\$49.00	\$23,765.00	\$54.00	\$26,190.00	\$54.40	\$26,384.00
18" HDPE Storm Sewer Line	105	LF	\$43.88	\$4,607.40	\$64.00	\$6,720.00	\$61.00	\$6,405.00	\$67.00	\$7,035.00	\$65.10	\$6,835.50
30" HDPE Storm Sewer Line	60	LF	\$110.87	\$6,652.20	\$80.00	\$4,800.00	\$76.00	\$4,560.00	\$84.00	\$5,040.00	\$80.30	\$4,818.00
12" CSP Flared End Section	1	EA	\$680.67	\$680.67	\$580.00	\$580.00	\$550.00	\$550.00	\$605.00	\$605.00	\$802.00	\$802.00
18" CSP Flared End Section	1	EA	\$787.08	\$787.08	\$700.00	\$700.00	\$670.00	\$670.00	\$737.00	\$737.00	\$935.00	\$935.00
15" Storm Sewer Bend	1	EA	\$314.74	\$314.74	\$590.00	\$590.00	\$560.00	\$560.00	\$616.00	\$616.00	\$978.00	\$978.00
Connect to Existing Storm Manhole	2	EA	\$888.06	\$1,776.12	\$1,575.00	\$3,150.00	\$1,500.00	\$3,000.00	\$1,650.00	\$3,300.00	\$2,750.00	\$5,500.00
27" Storm Sewer Inlet	3	EA	\$4,467.11	\$13,401.33	\$2,415.00	\$7,245.00	\$2,300.00	\$6,900.00	\$2,530.00	\$7,590.00	\$2,760.00	\$8,280.00
48" Storm Sewer Manhole	4	EA	\$3,198.05	\$12,792.20	\$3,885.00	\$15,540.00	\$3,700.00	\$14,800.00	\$4,070.00	\$16,280.00	\$3,710.00	\$14,840.00
6" First Defense Separator Manhole	1	EA	\$44,676.96	\$44,676.96	\$38,850.00	\$38,850.00	\$37,000.00	\$37,000.00	\$40,700.00	\$40,700.00	\$43,600.00	\$43,600.00
60" Outlet Control Structure	1	EA	\$12,021.06	\$12,021.06	\$16,800.00	\$16,800.00	\$16,000.00	\$16,000.00	\$17,600.00	\$17,600.00	\$15,400.00	\$15,400.00
1" Muncipex Watermain Pipe	446	LF	\$34.30	\$15,297.80	\$28.35	\$12,644.10	\$27.00	\$12,042.00	\$30.00	\$13,380.00	\$33.50	\$14,941.00
1"x1" Tee	2	EA	\$100.00	\$200.00	\$168.00	\$336.00	\$160.00	\$320.00	\$176.00	\$352.00	\$594.00	\$1,188.00
Water Fountain Station	3	EA	\$4,250.00	\$12,750.00	\$7,350.00	\$22,050.00	\$7,000.00	\$21,000.00	\$7,700.00	\$23,100.00	\$6,280.00	\$18,840.00
6" C900 DR18 PVC WM	28	LF	\$60.45	\$1,692.60	\$86.10	\$2,410.80	\$82.00	\$2,296.00	\$90.00	\$2,520.00	\$59.30	\$1,660.40
6" PVC-45° Bend	2	EA	\$234.18	\$468.36	\$525.00	\$1,050.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$1,030.00	\$2,060.00
Install Salvaged Fire Hydrant	1	EA	\$1,610.11	\$1,610.11	\$1,575.00	\$1,575.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$6,820.00	\$6,820.00
Raise Existing Gate Valve	1	EA	\$500.00	\$500.00	\$550.00	\$550.00	\$300.00	\$300.00	\$330.00	\$330.00	\$16.30	\$16.30
Mechanical Plumbing at Storage Building	1	LS	\$6,543.00	\$6,543.00	\$8,000.00	\$8,000.00	\$6,543.00	\$6,543.00	\$7,700.00	\$7,700.00	\$5,640.00	\$5,640.00
Utilities Total				\$206,580.18		\$198,963.70		\$188,182.00		\$208,003.00		\$207,739.10

Paving / Fencing / Signage / Park Structures												
Concrete Curb & Gutter	895	LF	\$27.00	\$24,165.00	\$35.00	\$31,325.00	\$35.00	\$31,325.00	\$40.00	\$35,800.00	\$42.90	\$38,395.50
4" Reinforced Concrete Sidewalk	1,200	SY	\$49.08	\$58,896.00	\$70.00	\$84,000.00	\$57.00	\$68,400.00	\$62.00	\$74,400.00	\$90.70	\$108,840.00
5" Reinforced Concrete Pavement	1	SY	\$190.00	\$190.00	\$110.00	\$110.00	\$63.00	\$63.00	\$75.00	\$75.00	\$111.00	\$111.00
7" Reinforced Concrete Pavement	47	SY	\$65.96	\$3,100.12	\$110.00	\$5,170.00	\$81.00	\$3,807.00	\$81.00	\$3,807.00	\$179.00	\$8,413.00
4" Asphalt Pavement	1,730	SY	\$32.83	\$56,795.90	\$28.00	\$48,440.00	\$32.84	\$56,813.20	\$35.00	\$60,550.00	\$42.30	\$73,179.00
4' High Chain Link Fence (Standard)	825	LF	\$23.82	\$19,651.50	\$25.00	\$20,625.00	\$31.00	\$25,575.00	\$26.00	\$21,450.00	\$26.90	\$22,192.50
4' High Chain Link Fence (Surface Mounted)	67	LF	\$57.73	\$3,867.91	\$60.50	\$4,053.50	\$31.00	\$2,077.00	\$63.50	\$4,254.50	\$65.10	\$4,361.70
6' High Chain Link Fence (Standard)	905	LF	\$30.82	\$27,892.10	\$33.00	\$29,865.00	\$33.85	\$30,634.25	\$33.90	\$30,679.50	\$34.80	\$31,494.00
6' High Chain Link Fence (Surface Mounted)	140	LF	\$62.33	\$8,726.20	\$66.00	\$9,240.00	\$33.85	\$4,739.00	\$68.90	\$9,646.00	\$70.30	\$9,842.00
4' High x 4' Wide Swing Gate (Surface Mounted)	2	EA	\$539.00	\$1,078.00	\$565.00	\$1,130.00	\$200.00	\$400.00	\$600.00	\$1,200.00	\$608.00	\$1,216.00
6' High x 4' Wide Swing Gate (Surface Mounted)	4	EA	\$569.00	\$2,276.00	\$600.00	\$2,400.00	\$200.00	\$800.00	\$625.00	\$2,500.00	\$642.00	\$2,568.00
6' High x 12' Wide Swing Gate (Standard)	2	EA	\$1,283.00	\$2,566.00	\$1,350.00	\$2,700.00	\$400.00	\$800.00	\$1,500.00	\$3,000.00	\$1,450.00	\$2,900.00
4' High x 12' Wide Swing Gate (Standard)	1	EA	\$1,206.00	\$1,206.00	\$1,265.00	\$1,265.00	\$400.00	\$400.00	\$1,500.00	\$1,500.00	\$1,360.00	\$1,360.00
Detectable Warning Panel	47	SF	\$35.00	\$1,645.00	\$60.00	\$2,820.00	\$60.00	\$2,820.00	\$65.00	\$3,055.00	\$79.00	\$3,713.00
4" Parking Lot Striping	760	LF	\$1.23	\$934.80	\$0.95	\$722.00	\$1.23	\$934.80	\$2.00	\$1,520.00	\$1.40	\$1,064.00
Accessible Symbol	3	EA	\$20.00	\$60.00	\$60.00	\$180.00	\$20.00	\$60.00	\$350.00	\$1,050.00	\$22.60	\$67.80
Pedestrian Crossing Bar	7	EA	\$45.00	\$315.00	\$60.00	\$420.00	\$45.00	\$315.00	\$60.00	\$420.00	\$50.80	\$355.60
Accessible Sign	3	EA	\$280.00	\$840.00	\$285.00	\$855.00	\$280.00	\$840.00	\$900.00	\$2,700.00	\$316.00	\$948.00
Stop Sign	1	EA	\$286.00	\$286.00	\$290.00	\$290.00	\$286.00	\$286.00	\$350.00	\$350.00	\$323.00	\$323.00
Crossing Sign	2	EA	\$457.00	\$914.00	\$315.00	\$630.00	\$457.00	\$914.00	\$375.00	\$750.00	\$536.00	\$1,072.00
Dual Slope Park Shelter	1	EA	\$72,857.00	\$72,857.00	\$59,300.00	\$59,300.00	\$58,140.00	\$58,140.00	\$60,340.00	\$60,340.00	\$63,800.00	\$63,800.00
Shade Structure with Bench	6	EA	\$7,000.00	\$42,000.00	\$6,300.00	\$37,800.00	\$6,270.83	\$37,624.98	\$6,500.00	\$39,000.00	\$6,770.00	\$40,620.00
Large Dog Park Amenities	2	EA	\$15,000.00	\$30,000.00	\$14,800.00	\$29,600.00	\$14,949.50	\$29,899.00	\$15,000.00	\$30,000.00	\$15,900.00	\$31,800.00
Small Dog Park Amenities	1	LS	\$15,000.00	\$15,000.00	\$14,800.00	\$14,800.00	\$15,762.00	\$15,762.00	\$15,000.00	\$15,000.00	\$15,900.00	\$15,900.00
Paving Total				\$375,262.53		\$387,740.50		\$373,429.23		\$403,047.00		\$464,536.10
Electrical												
All Electrical Work	1	LS	\$54,920.00	\$54,920.00	\$85,000.00	\$85,000.00	\$54,920.00	\$54,920.00	\$63,000.00	\$63,000.00	\$90,900.00	\$90,900.00
Electrical Total				\$54,920.00		\$85,000.00		\$54,920.00		\$63,000.00		\$90,900.00
General Conditions												
General Conditions	1	LS	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$275,000.00	\$275,000.00	\$60,000.00	\$60,000.00	\$26,200.00	\$26,200.00
Mobilization	1	LS	\$2,500.00	\$2,500.00	\$73,650.00	\$73,650.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$33,800.00	\$33,800.00
General Conditions Total				\$102,500.00		\$98,650.00		\$285,000.00		\$95,000.00		\$60,000.00
Total Construction(\$)				\$897,693.41		\$971,098.00		\$1,114,281.83		\$979,311.00		\$995,690.20
Alternate #1 - Concrete Parking Lot												
4" Asphalt Pavement	-1,730	SY	\$32.85	-\$56,830.50	\$28.00	-\$48,440.00		-\$56,800.00	\$35.00	-\$60,550.00	\$42.30	-\$73,179.00
5" Reinforced Concrete Pavement	1,730	SY	\$54.00	\$93,420.00	\$58.50	\$101,205.00	\$63.00	\$108,990.00	\$75.00	\$129,750.00	\$77.70	\$134,421.00
Alternate #1 Total (ADD)				\$36,589.50		\$52,765.00		\$52,190.00		\$69,200.00		\$61,242.00
Alternate #2 - Concrete Mow Strip For All Fencing												
Concrete Mow Strip	1,730	SY	\$20.00	\$34,600.00	\$26.00	\$44,980.00	\$30.00	\$51,900.00	\$80.00	\$138,400.00	\$54.10	\$93,593.00
Sub Grade Prep added by Lee Jones								\$9,455.00				
Alternate #2 Total (ADD)				\$34,600.00		\$44,980.00		\$61,355.00		\$138,400.00		\$93,593.00

****Amounts reflect the corrected extensions from the original bid tabs submitted by Contractors****



May 20, 2024

Tyler Kirchner
Project Manager
Fargo Park District
6100 38th Street South
Fargo, ND 58104

Subject: Fargo Park District
Yunker Farm Dog Park
Fargo, North Dakota
MBN Project No. 24-011

On May 16, 2024, the Fargo Park District received and publicly opened five (5) bids for the Yunker Farm Dog Park project. It is our recommendation that the Fargo Park District award the contract to Roers Construction for the base bid total of **\$897,693.41**. In addition, we recommend approval of Alternate #1 – Concrete Parking Lot - \$36,589.50 and Alternate #2 – Concrete Mow Strip for all Fencing - \$34,600.00, for a combined total contract of \$968,882.91.

Enclosed is one (1) copy of the bid tabulation for your use. If you have any questions, please contact me at 701-478-6336.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Eukel", with a stylized flourish at the end.

Tony Eukel, P.E.
Civil Engineer

enclosure



MEMORANDUM

DATE: May 22, 2024

TO: Fargo Park Board Facilities Committee

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 6 - Request permission to solicit bids for the Rose Creek Golf Course Tunnel Repairs

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid the Rose Creek Golf Course Concrete Tunnel Repairs. Funds for this project, if awarded would come from the capital 2024 Concrete Repairs budget. We are in the process of obtaining a professional structural engineer's opinion on the needed repairs and an estimated cost currently. The timeline for the bid process will be determined after the needed work to repair the tunnel is determined.

We are asking the committee to move 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.