

FACILITIES COMMITTEE MEETING
Wednesday, May 31, 2023; 11:00 a.m.
Fargo Park District Board Room
701 Main Avenue, Fargo

Board Committee Members:
Dawn Morgan & Joe Deutsch

AGENDA

1. Update in response to Emerald Ash Borer (EAB); Dave Bietz and Sam DeMarais, presenters.
2. Review the concept of Southeast Senior Services employees transferring to Fargo Park District employment; Paul Grindeland, presenter.
3. Review Park District of the City of Fargo/Fargo Senior Commission Inc. and FM Area Foundation Endowment Fund; Paul Grindeland, presenter.
4. Review bids for Sports Arena Reroof Project; Dave Bietz, presenter.
5. Review proposed Fees for 2024:
 - a. Programming, Events and Facilities; Kevin Boe, presenter.
 - b. Golf Fees; Carolyn Boutain, presenter.
 - c. Courts Plus Membership Fees; Kelly Kisell, presenter.
6. Review License Agreements with Growing Together Community Gardens, LLC, for sheds at Rabanus Park and McCormick Park; Dave Bietz, presenter.
7. Other

Next Fargo Park Board Meeting: June 13, 2023; 5:30 p.m.
Next Facilities Committee Meeting: June 28, 2023; 11:00 a.m.



MEMORANDUM

DATE: May 24, 2023

TO: Fargo Park Board Facilities Committee

FROM: Sam DeMarais, Park Forester and Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 1 – Update in Response to Emerald Ash Bore (EAB)

Emerald Ash Borer Confirmed Found in Moorhead City Limits Fargo residents asked to take action to help slow the spread of this invasive pest 03/03/2023. After receiving lab results from the U.S. Department of Agriculture, the Minnesota Department of Agriculture officials confirmed Emerald Ash Borer (EAB) was found within Moorhead city limits.

The Park District has planned for the arrival of this insect and have been acting on a plan for the past several years. Now that the insect is here, we plan to execute the next portions of our plan. The plan accounts for additional survey to fully understand the amount of ash trees in our riparian and river corridors, hiring experts to help identify how best to recover and develop a plan moving ahead to replant trees and native grasses after removals have happened, purchasing equipment to assist with removals of ash trees, chemically treating some ash trees to either preserve them or slow the spread of the insect to more easily manage the removal process, contracting help to remove some ash trees, and hiring additional staff to offset the additional work load which will also coincide with the expected growth of the forestry team. Dollars for this plan have been reserved in previous years as well as will be included in future operational budgets.

The Fargo Park District currently has 3,500 ash trees in the maintained areas of parks. The Forestry Department plans to start removing approximately 1,000 small ash trees, 8" DBH or less in 2023 and 2024. Also, removing some large mature trees that are in poor condition.

The attached PowerPoint presentation will be reviewed at the meeting.

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

Thank you.

Emerald Ash Borer Plan

Fargo Park District

Sam DeMarais

5/31/2023

EAB detection

- Emerald Ash Borer Confirmed Found in Moorhead City Limits 3/3/23
- Quarantine procedures are being implemented within the City of Moorhead
- At this time, there are no quarantine requirements in the city of Fargo

Emerald Ash Borer

- Insect that feeds on the conductive tissue of ash trees
- Kills the tree in 2-3 years, hard to detect until significant decline
- Native to Asia
- First found in 2001 in Michigan
- Chemical treatment is 99% effective for 2 years

Fargo Parks Ash Trees

- 3500 ash trees , about 17% of total population
- Riparian corridor is unknown, likely 10,000 plus-\$20,000 to inventory

Genus	Count	Percent
Fraxinus	3536	17.61%
Quercus	2881	14.35%
Picea	2856	14.22%
Ulmus	2112	10.52%
Celtis	1899	9.46%
Acer	1865	9.29%
Populus	1497	7.46%
Malus	1464	7.29%
Tilia	1439	7.17%
Not Specified	531	2.64%

Cost Comparison

- Tree removal for 15 " tree at \$25 per inch- \$375
 - Replant- \$120
 - Total- \$500
-
- Treat at \$6.00 per inch= \$90
 - 5 x for 10 years of protection= \$450

Mitigation Plan

- Remove 1,000 small (8” DBH or less) trees in 2023 and 2024
- Remove 100 large poor condition trees 2023 and 2024
- Chemically inject 350 trees in 2023, ~\$50,000
- 700 trees in 2024, ~\$100,000
- 700 trees in 2025, ~\$100,000
- Goal is to preserve 1500-2000 ash trees
- Replant all trees that are removed the following year

Mitigation

- Spring and summer EAB survey, remove infected trees
 - Reforest the Red planting project- restore lost canopy in riparian corridor
 - Riparian corridor restoration plans (Audubon, River Keepers, CCSCD, Conservationist)
- not just trees, look at riparian sites for comprehensive plan of trees, shrubs, wetlands, upland prairie, trails, use studies, traffic counters, etc.

Funding

- Utilize Forestry contingency dollars (~\$1,000,000)
- Apply for NDFS grants, \$50,000 annually at 80/20 match (20 match can be in kind labor)
- Apply for Federal Grants
- Increase budget

Equipment

- Tree shear for small removals- \$9,000 (Purchased)
- Brush Chipper and Landscape truck- \$ 160,000 (will bid 2023)

Employees

- Add Full time Arborist- 2025
- Add Full time Conservationist -2024
- Add full time Forestry Technician- 2025
- Increase seasonal staff from 10 to 15, (\$50,000)
- NDSU graduate student, 3 year agreement (\$44,000)

Wood Utilization

- Currently budget \$30,000 for landfill fees
- Firewood splitter to split wood for Lindenwood campground-\$18,000
- Sawmill to make lumber for shelters(LW shelters), signposts, carpentry projects-\$25,000. This can be contracted; cost would be \$5,000-\$10,000 annually depending on volume.



MEMORANDUM

DATE: May 24, 2023

TO: Fargo Park Board Facilities Committee

FROM: Paul W. Grindeland, VSS Director

RE: Agenda Item No. 2 - Review the concept of Southeast Senior Services employees transferring to Fargo Park District employment

At the May 31st Facilities Committee meeting, I will present information regarding the concept of Southeast Senior Services (Richland County) employees becoming Fargo Park District employees.

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

The concept of Richland County employees moving to FPD employment has been suggested numerous times over the past 20 years, however the Southeast Senior Services Board never expressed an interest in the issue. Recently the Southeast Senior Services Board has been discussing this concept and board members are requesting more information about how this change of employers could be accomplished.

As of now, the Southeast Senior Services Board has not taken action to allow their employees to change employers, I just wanted to make the Fargo Park Board aware that a formal offer to do so might be made in the future.

I look forward to answering any questions you may have about this issue.



MEMORANDUM

DATE: May 24, 20223

TO: Fargo Park Board Facilities Committee

FROM: Paul W. Grindeland, VSS Director

RE: Agenda Item No. 3 – Review Park District of the City of Fargo/Fargo Senior Commission Inc. and FM Area Foundation Endowment Fund

In 2005 the Park District of the City of Fargo ("Park District"), Fargo Senior Commission Inc. ("Agency"), the Fargo-Moorhead Area Foundation and Bremer Bank entered into an agreement to establish an Endowment Fund. This agreement had a term of five years at which time it may be terminated by action of the Board of Directors of the Agency, with consent of the Park District Board of Commissioners. The current fund balance is \$166,672.17.

This Endowment Fund is an Organizational Liability Fund, outside contributions to the fund are not allowed; only contributions from Valley Senior Services are allowed. The Valley Senior Services Inc. Board of Directors voted to terminate this Endowment Fund pending approval from the Park District Board of Commissioners at their May 10th, 2023 meeting.

I am asking the Park District Board of Commissioners to concur with the action taken by the Valley Senior Services Inc. Board of Directors to terminate the Park District of the City of Fargo/Fargo Senior Commission Inc. Endowment Fund.

Please contact me with questions prior to the meeting.

Thank you.

**THE PARK DISTRICT OF THE CITY OF FARGO
FARGO SENIOR COMMISSION, INC.**

ENDOWMENT FUND AGREEMENT

THIS AGREEMENT ("Endowment Agreement") is made this 8th day of November, 2005, by and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota 58103 ("Park District"), **THE FARGO SENIOR COMMISSION, INC.**, a nonprofit organization, 701 Main Avenue, Fargo, North Dakota ("Agency"), **THE FARGO-MOORHEAD AREA FOUNDATION**, a community trust, 502 First Avenue North, Fargo, North Dakota ("Foundation") and **BREMER BANK**, 1444 45th Street SW, Fargo, North Dakota ("Trustee").

WHEREAS, the Park District provides administrative support and offices for the Agency, which provides programs and other services in the Fargo-Moorhead area as Fargo Senior Services; and

WHEREAS, Fargo Senior Services has received a gift with a current balance of Fifty-One Thousand Nine Hundred One and 92/100 Dollars (\$51,901.92), which the Agency, in consultation and with the approval of the Park District, desires to use as the initial funding of a permanent endowment fund; and

WHEREAS, by Resolution of the Board of Directors dated September 13, 2005, Agency resolved to establish the permanent endowment fund for the on-going support of its stated purposes and to designate the Foundation as the Fund's administrator.

NOW, THEREFORE, and in consideration of the above-stated recitals, the terms and conditions herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NAME OF ENDOWMENT FUND. The name of the endowment fund shall be the Fargo Park District/Fargo Senior Services Endowment Fund ("Endowment Fund"). The Foundation, by and through the Trustee, agrees to accept the trust property as described below and hold and administer the same pursuant to this Endowment Agreement.
2. TRUST PROPERTY. Agency and Park District will cause to be transferred to Foundation the initial amount of \$51,901.92.
3. ENDOWMENT FUND OBJECTIVES. The Endowment Fund is established for the purposes of supporting the purposes and programs of the Agency and/or the Park District to improve the mental and physical well being of our senior citizens; to encourage their participation in our society through such programs; to promote their continued growth, self-respect and self-confidence; to foster an understanding of aging and shifting from a work-centered lifestyle to one that is leisure-centered; to

offer individual senior citizens opportunities for self-appraisal and for planning for a way of life that will enrich their years ahead; and to aid retired persons in their social, physical, economic and intellectual needs.

4. USE OF THE ENDOWMENT FUND. The Foundation, by and through the Trustee, shall have the power and authority and is hereby directed by the Agency and the Park District to distribute from time to time, no less frequently than annually, exclusively for the charitable purposes of the Agency, all of the income (net of the fees to the Foundation and/or Trustee) to the Agency. A distribution of the income for each taxable year shall be made at such time and in such manner so as to not be subject to tax on undistributed income that may be applicable under any federal or state income tax laws. Although it is the intention of the Agency and the Park District that this Endowment Fund be perpetual and that there be limited, if any, distributions of principal from the Endowment Fund, the parties acknowledge that some gifts made to the Endowment Fund may contemplate a distribution of principal. In the event a gift is made to the Endowment Fund contemplating a distribution of principal over time, the Foundation and the Trustee agree to comply with the terms and conditions of such gift.

In like manner, in the event there is direction from the Board of Directors of the Agency, with the consent of the Park District's Board of Commissioners, principal distributions may be made from the Endowment Fund provided the principal distribution requested at no time exceeds five percent (5%) of the principal balance of the Endowment Fund as of the first day of any fiscal year.

5. FOUNDATION AND TRUSTEE RESPONSIBILITIES. The Endowment Fund will be held by the Trustee and administered by the Foundation pursuant to its "Resolution and Declaration of Trust." The Foundation is authorized to accept gifts, grants and bequests on behalf of the Endowment Fund from any source. The Foundation shall make a report annually of its administration of the Endowment Fund and provide copies to both the Agency and the Park District.

Any of the several trust organizations presently qualified under the "Resolution and Declaration of Trust," as well as those which may subsequently qualify to accept funds on behalf of the Foundation, may qualify as a depository of funds under this Endowment Agreement. The Trustee above described shall be the initial trustee. The Trustee may be changed at the discretion of the Foundation. The Park District and the Agency shall have the right to request and cause the Foundation to appoint a successor trustee from among any of the several trust organizations presently or later qualified.

6. COMPENSATION. The Foundation and the Trustee shall be entitled to reasonable compensation for holding, administering and managing of the Endowment Fund in an amount not to exceed its regular and published fee schedule.

7. TERM. Subject to the terms of this Agreement, the Endowment Fund shall continue for a period of not less than Five (5) years, at which time it may be terminated by the action of the Board of Directors of the Agency, with the consent of the Park District's Board of Commissioners. If terminated, the assets shall be distributed in accordance with any direction of the Agency and the Park District. In such event, the assets of the Endowment Fund shall be distributed exclusively for charitable, religious, scientific, literary or educational purposes as the Agency and the Park District, in their sole discretion, shall determine. No distribution of the principal and/or income of the Endowment Fund, whether during its term or at termination, shall be made in any manner or for any purpose that may jeopardize the status of the Endowment Fund as exempt under the Internal Revenue Code and its regulations.

THE PARK DISTRICT OF THE CITY
OF FARGO

By: [Signature]
Its: President

By: [Signature]
Its: Clerk

THE FARGO-MOORHEAD AREA
FOUNDATION

By: [Signature]
Its: Chair

THE FARGO SENIOR COMMISSION,
INC.

By: [Signature]
Its: EXECUTIVE DIRECTOR

By: [Signature]
Its: President

BREMER BANK

By: [Signature]
Its: V.P.T.M.



MEMORANDUM

DATE: May 24, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 4 – Review bids for Sports Arena Reroof Project

Bids for the Sports Arena Reroof Project were received and opened Thursday, May 11, 2023, at 2:00pm, at the Park District Office. Attached to this memo is the bid tab, bid summary, and letter of recommendation from Zerr Berg Architects, Inc.

We received one base bid from Gast Construction with Alternates No. 1 and No. 2. Two bids were received for Alternate No. 3 from Gast Construction and Morris Painting. Staff recommends awarding the bid to Gast Construction and accepting all Alternates, for a total combined bid of \$868,600. The bid met all specifications, is the lowest bid, and is within our budgeted amount of \$1,000,000.

We are asking the Committee to review the bids 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
South High Sports Arena Reroofing
Fargo, ND**

Project No. 22-028



BID TABULATION	Bid Bond	Contractor's License	Addenda acknowledged	Base Bid	Payment / Performance Bond	Alt. No. 1 Removing existing metal roof & installing new metal roof	Alt. No. 2 Installing white support fabric at interior of building	Alt. No. 3 Painting existing steel frames & end-wall columns at interior
May 11, 2023								
7A - Moisture Protection								
Gast Construction Co. Inc. Fargo, ND	X	X	A	7A/9I Combined \$530,600.00	Included in base bid	\$135,000.00	\$168,000.00	\$35,000.00
9I - Painting								
Morris Painting & Decorating, Inc. Fargo, ND	X	X	A		\$3,077.00			\$61,540.00

**Fargo Park District
South High Sports Arena Reroofing
Fargo, ND**

May 11, 2023

Project No. 22-028



BID PACKAGE	CONTRACTOR	BASE BID	Alternate No. 1 Removing existing metal roof & installing new metal roof	Alternate No. 2 Installing white support fabric at interior of building	Alternate No. 3 Painting existing steel frames & end-wall columns at interior
7A Roof Replacement at Sports Arena	Gast Construction Co. Inc.	\$ 530,600.00	\$ 135,000.00	\$ 168,000.00	\$ 35,000.00
9I Painting (Interior)	Included in 7A				
Total Bid Packages		\$ 530,600.00	\$ 135,000.00	\$ 168,000.00	\$ 35,000.00
Alternate No. 1 Removing existing metal roof & installing new metal roof					
Alternate No. 2 Installing white support fabric at interior of building					
Alternate No. 3 Painting existing steel frames & end-wall columns at interior					
TOTAL BID PACKAGES		\$ 530,600.00	\$ 135,000.00	\$ 168,000.00	\$ 35,000.00
SUBTOTAL		\$ 530,600.00	\$ 135,000.00	\$ 168,000.00	\$ 35,000.00
LS Architect/Engineer		37,500.00			
Reimbursable Expenses Allowance		500.00			
TOTAL		\$ 568,600.00	\$ 135,000.00	\$ 168,000.00	\$ 35,000.00
5.0% Contingency		28,430.00	6,750.00	8,400.00	1,750.00
0.0% Owner Costs		-	-	-	-
TOTAL PROJECT COST		\$ 597,030.00	\$ 141,750.00	\$ 176,400.00	\$ 36,750.00



510 4TH AVENUE NORTH
FARGO, ND 58102
701.280.0187
ZERRBERGARCHITECTS.COM

May 17, 2023

Mr. Tyler Kirchner
Fargo Park District
701 Main Avenue
Fargo, ND 58103

Re: FPD S. High Sports Arena Reroof
Fargo, ND

Dear Tyler:

Here are our comments and recommendations following the Bid Opening for the above project:

The FPD has received (1) one bid for the BASE BID, from GAST CONSTRUCTION, who also submitted bids for Alternates 1 and 2.

The FPD has received (2) two bids for ALTERNATE No. 3 – Painting the exposed steel at the interior of the arena, from GAST CONSTRUCTION and from MORRIS PAINTING. The lowest bidder is GAST Co.

The BASE BID amount received from GAST translates to \$14.25 / sq. ft., which is lower than originally estimated, and also lower than roofing / re-roofing low-bids encountered on similar projects in our area over the past year, as per the table below:

PROJECT NAME	LOW BID (COST PER SF)	ROOF AREA (SF)	ROOF SYSTEM
S. HIGH SPORTS ARENA	\$14.28	34,700	Fully Adhered EPDM Membrane
CENTER FOR PAIN MEDICINE	\$17.40	1,800	Ballasted EPDM Membrane
METRO REC CENTER	\$16.63	54,000	Fully Adhered EPDM Membrane

The re-roofing (BASE BID) at the Sports Arena reflects a more complex scope of work and a more restrictive schedule. Both factors contributed to other bidders not bidding on the project. Another factor was the timing of the bid in May, when most roofers in our area have secured projects and are now less competitive. In our opinion if the FPD decides to re-bid to secure more bids, the chance of obtaining better proposals than the one from GAST is low.

The table comparison reflects the Base Bid scope of work that involves a new EPDM membrane and rigid insulation added to the existing metal roof. Alternate No. 1 involves the removal of the existing metal roof and the addition of insulation and a new metal roof.

Historical bids on metal roofs are not recent enough to be relevant. However, GAST's bid for Alternate No. 1 is significantly below the estimated amount for this work. Like with the Base Bid, in our opinion it is unlikely that a re-bid would yield a lower cost than the one received.

Therefore, we recommend awarding the project to GAST CONSTRUCTION and accepting all ALTERNATES. We have attached the BID SUMMARY along with the BID TAB, for reference.

Report by:

Larry Carcoana AIA

(701) 478 4740

Zerr Berg Architects, Inc.

A handwritten signature in dark ink, appearing to read "L. Carcoana", is positioned below the typed name and contact information.



MEMORANDUM

DATE: May 18, 2023

TO: Fargo Park Board Facilities Committee

FROM: Kevin Boe, Recreation Director

RE: Agenda Item No. 5a – Review Proposed Fees for Programming, Events & Facilities

As part of the budget process, we evaluate our current program, event, and facilities fees to determine recommendations for fee increases for 2024. As staff we looked at 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. Fees rounded up or down to the nearest dollar.

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

Thank you.

2024 Fargo Park District Recommended Youth Program Fees

		Team/ Individual	2023 Approved Fees	% of Increase	Amount of Increase	2024 Recommended Fees
Archery		Individual	\$ 40.50	4%	\$1.62	\$ 42.00
Art Classes Single Sessions		Individual	\$ 15.00	4%	\$0.60	\$ 16.00
ArtMania/Accelerated Artist		Individual	\$ 61.50	2%	\$1.23	\$ 63.00
Adaptive Playtown		Individual	\$ 100.00	2%	\$2.00	\$ 102.00
Playtown		Individual	\$ 107.00	5%	\$5.35	\$ 112.00
Baseball/Softball	Regular Fee	Individual	\$ 57.75	2%	\$1.16	\$ 59.00
Basketball		Individual	\$ 69.25	2%	\$1.39	\$ 71.00
Fencing		Individual	\$ 57.75	2%	\$1.16	\$ 59.00
Learn to Skate/Hockey Skills		Individual	\$ 46.25	4%	\$1.85	\$ 48.00
Flag Football		Individual	\$ 61.25	3%	\$1.84	\$ 63.00
	Late Fee	Individual	\$ 91.25	3%	\$2.74	\$ 94.00
Ice Revue		Individual	\$ 119.50	5%	\$5.98	\$ 125.00
Sports Sampler		Individual	\$ 67.75	5%	\$3.39	\$ 71.00
Swimming Lessons	Indoor	Individual	\$ 59.25	5%	\$2.96	\$ 62.00
	Outdoor	Individual	\$ 48.50	5%	\$2.43	\$ 51.00
Track		Individual	\$ 57.75	2%	\$1.16	\$ 59.00
Volleyball		Individual	\$ 98.75	4%	\$3.95	\$ 103.00
Volleyball Camp		Individual	\$ 98.75	5%	\$4.94	\$ 104.00
Pond Hockey		Team	\$ 120.00	5%	\$6.00	\$ 126.00
Butterfly Ball		Individual	\$ 30.00	5%	\$1.50	\$ 32.00
Learn to Build		Individual	\$ 10.00	0%	\$0.00	\$ 10.00
Climbing		Individual	\$ 60.00	0%	\$0.00	\$ 60.00
Tae Kwon Do		Individual	\$ 75.00	5%	\$3.75	\$ 79.00

*** Rounded to the Nearest Dollar

2024 Fargo Park District Recommended Adult Program Fees

	Team/ Individual	2023 Approved Fees	% of Increase	Amount of Increase	2024 Recommended Fees
16" Coed	Team	\$ 394.75	5%	\$ 19.74	\$ 414.00
3-on-3 Basketball	Team	\$ 110.00	5%	\$ 5.50	\$ 116.00
Adaptive Softball	Team	\$ 276.25	5%	\$ 13.81	\$ 290.00
Archery	Individual	\$ 52.00	5%	\$ 2.60	\$ 55.00
Basketball	Team	\$ 820.75	5%	\$ 41.04	\$ 862.00
Birding 101	Individual	\$ 35.75	5%	\$ 1.79	\$ 38.00
Broomball	Team	\$ 1,000.00	3%	\$ 30.00	\$ 1,030.00
Broomball - Drop in (Sundays)	Individual	\$ 10.00	0%	\$ -	\$ 10.00
Coed Softball	Team	\$ 848.75	5%	\$ 42.44	\$ 891.00
Fencing	Individual	\$ 94.75	2%	\$ 1.90	\$ 97.00
Figure Skating	Individual	\$ 69.50	5%	\$ 3.48	\$ 73.00
Happy Rollers	Individual	\$ 143.50	0%	\$ -	\$ 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	\$ 1,262.50	5%	\$ 63.13	\$ 1,326.00
Kickball	Team	\$ 213.25	2%	\$ 4.27	\$ 218.00
Sand Volleyball	Team	\$ 183.50	4%	\$ 7.34	\$ 191.00
Table Tennis	Individual	\$ 40.00	0%	\$ -	\$ 40.00
Volleyball	Team	\$ 366.50	4%	\$ 14.66	\$ 381.00
Pond Hockey	Team	\$ 210.00	6%	\$ 11.55	\$ 222.00
Glow Golf (4 Person)	Team	\$ 90.00	5%	\$ 4.50	\$ 95.00
Glow Golf (2 Person)	Team	\$ 40.00	5%	\$ 2.00	\$ 42.00
Senior Games	Individual	\$ 40.00	5%	\$ 2.00	\$ 42.00
Flag Football	Team	\$ 300.00	5%	\$ 15.00	\$ 315.00

*** Rounded to the Nearest Dollar

2024 Fargo Park District Recommended Miscellaneous Program & Facility Fees

		2023 Approved Fees	% of Increase	Amount of Increase	2024 Recommended Fees
Ice Rental	Prime	\$ 160.75	5%	\$ 8.04	\$ 169.00
	Non-Prime	\$ 111.75	5%	\$ 5.59	\$ 117.00
Ice Rental Studio Rink		\$ 50.00	5%	\$ 2.50	\$ 53.00
Ice Rental - Hockey Game Rates	Single Game	\$ 668.50	5%	\$ 33.43	\$ 702.00
	Double Game	\$ 841.25	5%	\$ 42.06	\$ 883.00
Public Skating Session	Youth 18 & under	\$ 3.25	8%	\$ 0.26	\$ 4.00
	Adults over 18	\$ 4.25	6%	\$ 0.26	\$ 5.00
	Family	\$ 7.50	1%	\$ 0.08	\$ 8.00
Indoor Pool Admission	Youth 18 & under	\$ 3.50	3%	\$ 0.11	\$ 4.00
	Adults over 18	\$ 4.75	5%	\$ 0.24	\$ 5.00
	Family	\$ 9.50	3%	\$ 0.29	\$ 10.00
Outdoor Swim Admis (IP & Madison)	Age 18 & Under	\$ 3.25	8%	\$ 0.26	\$ 4.00
	Adult	\$ 4.50	5%	\$ 0.23	\$ 5.00
Outdoor Swim Admis (Davies,S & N)	Age 18 & Under	\$ 4.25	6%	\$ 0.26	\$ 5.00
	Adult	\$ 5.50	5%	\$ 0.28	\$ 6.00
Outdoor Season Pool Pass	Youth	\$ 69.00	5%	\$ 3.45	\$ 72.00
	Adult	\$ 87.25	5%	\$ 4.36	\$ 92.00
	Family	\$ 183.50	5%	\$ 9.18	\$ 193.00
Shelters	Small - Full Day	\$ 60.00	0%	\$ -	\$ 60.00
	Large - Full Day	\$ 162.00	5%	\$ 8.10	\$ 170.00
	Mega - Full Day	\$ 216.00	5%	\$ 10.80	\$ 227.00
	Warming House	\$ 80.00	5%	\$ 4.00	\$ 84.00
Rheault Farm	Site - Full Day	\$ 806.00	5%	\$ 40.30	\$ 846.00
	Bunkhouse - Full Day	\$ 550.00	5%	\$ 27.50	\$ 578.00
	Shelter - Full Day	\$ 162.00	5%	\$ 8.10	\$ 170.00
Ski Rental	Youth 18 & under	\$ 7.75	3%	\$ 0.23	\$ 8.00
	Adults over 18	\$ 14.50	5%	\$ 0.73	\$ 15.00
Snowshoe rental		\$ 7.75	3%	\$ 0.23	\$ 8.00
Metro Rec - Indoor Soccer Fields	Per hour	\$ 60.75	5%	\$ 3.04	\$ 64.00
Volleyball Courts	Per court/hour	\$ 17.00	5%	\$ 0.85	\$ 18.00
Broadway Square Rental	Full Day	\$ 1,500.00	0%	\$ -	\$ 1,500.00
Broadway Square Skating Rink	Per hour	\$ 100.00	0%	\$ -	\$ 100.00
Agrilime InFields					
Adult Fees	Per hour	\$ 28.75	5%	\$ 1.44	\$ 30.00
Youth Fees (high school age & below)	Per hour	\$ 12.75	5%	\$ 0.64	\$ 13.00
Double header - Youth	Per hour	\$ 7.50	5%	\$ 0.38	\$ 8.00
Double header - Adult	Per hour	\$ 17.50	5%	\$ 0.88	\$ 18.00
Tournament - Youth	Per hour	\$ 5.25	5%	\$ 0.26	\$ 6.00
Tournament - Adult	Per hour	\$ 13.50	5%	\$ 0.68	\$ 14.00
Grass In Fields/Fastpitch					
Adult Fees	Per hour	\$ 33.00	5%	\$ 1.65	\$ 35.00
Youth Fees (high school age & below)	Per hour	\$ 17.50	5%	\$ 0.88	\$ 18.00
Double header - Youth	Per hour	\$ 13.00	5%	\$ 0.65	\$ 14.00
Doulbe header - Adult	Per hour	\$ 26.00	5%	\$ 1.30	\$ 27.00
Tournament - Youth	Per hour	\$ 10.75	5%	\$ 0.54	\$ 11.00
Tournament - Adult	Per hour	\$ 24.00	5%	\$ 1.20	\$ 25.00
Soccer/Football/LaCrosse					
Adult Fees	Per hour	\$ 18.50	5%	\$ 0.93	\$ 19.00
Youth Fees (high school age & below)	Per hour	\$ 9.50	5%	\$ 0.48	\$ 10.00
Tournament - Youth	Per hour	\$ 4.75	5%	\$ 0.24	\$ 5.00
Tournament - Adult	Per hour	\$ 9.50	5%	\$ 0.48	\$ 10.00
Campground	Per day	\$ 35.00	5%	\$ 1.75	\$ 37.00
Sand Volleyball (4 courts)	Per day	\$ 150.00	5%	\$ 7.50	\$ 158.00
Sand Volleyball (8 courts)	Per day	\$ 200.00	5%	\$ 10.00	\$ 210.00

*** Rounded to the Nearest Dollar



MEMORANDUM

DATE: May 23, 2023

TO: Fargo Park Board Facilities Committee

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. 5b – Review proposed Golf Fees for 2024

Attached are the proposed golf fee schedules for the 2024 golf season as prepared with help from Kristy Soular in the Business Office.

The schedule represents an approximate 5% increase of green fees and cart fees. This is based on the Consumer Price Index. Season pass fees are recommended to include 8% across the board to capture value that is available now due to the popularity of golf. The proposal also includes changing the Senior Rate discount from 30% down to 25% for passes and green fees. We continue to move the junior passes towards a 50% discount (previously 65%). There are a few minor adjustments made to round to the nearest amount ending in zero or five as requested by the board. Explanation notes are included.

Other fee changes proposed include raising the range fee for balls. This is needed because of the increase in cost of balls. We are also proposing that Edgewood and Rose Creek do not have a 9-hole fee on Friday-Sunday before 4pm. No changes are proposed for the Foot Golf fees. The Trail Fee is proposed to increase to \$300 based on local market rates.

The schedule represents full season pass fees for the golf courses. We do not anticipate construction or other conditions in 2024 to affect the fees.

Please contact me with questions.

Thank you for your consideration.

2024 Golf Pass Price Proposal

Season Passes		8.00%	Price	Proposed	
	2023 Price	Increase	with increase	2024 Price	Increase
Adult (Unrestricted)					
5 Fore 1 (all 5 courses)	855	68.40	923.40	925	70
Edgewood	755	60.40	815.40	815	60
Rose Creek	755	60.40	815.40	815	60
Par 3 (all 3 9-hole courses)	585	46.80	631.80	630	45
Osgood	510	40.80	550.80	550	40
Prairiewood	435	34.80	469.80	470	35
El Zagal	330	26.40	356.40	355	25
Osgood ABC Loop - Ages 19 - 99+	165	13.20	178.20	180	15
Household (includes 10% discount on 2 adults & free junior passes)					
5 Fore 1 (all 5 courses)	1,550		1665.00	1665	115
Edgewood	1,360		1467.00	1465	105
Rose Creek	1,360		1467.00	1465	105
Par 3 (all 3 9-hole courses)	1055		1134.00	1135	80
Osgood	905		990.00	990	85
Prairiewood	790		846.00	845	55
El Zagal	590		639.00	640	50
Senior (ages 62 and over)	25% Discount of Adult Pass				
5 Fore 1 (all 5 courses)	605		647.50	650	45
Edgewood	530		570.50	570	40
Rose Creek	530		570.50	570	40
Par 3 (all 3 9-hole courses)	410		441.00	440	30
Osgood	355		385.00	385	30
Prairiewood	310		329.00	330	20
El Zagal	230		248.50	250	20
Intermediate (Unrestricted) (ages 13-23)	30% Discount of Adult Pass				
5 Fore 1 (all 5 courses)	600		647.50	650	50
Edgewood	530		570.50	570	40
Rose Creek	530		570.50	570	40
Par 3 (all 3 9-hole courses)	410		441.00	440	30
Osgood	355		385.00	385	30
Prairiewood	305		329.00	330	25
El Zagal	230		248.50	250	20
Junior Restricted	53% Discount of Adult Pass				
5 Fore 1 (all 5 courses) (9 hole courses unrestricted)	375		434.75	435	60
Edgewood (ages 7-18)	330		383.05	385	55
Rose Creek (ages 7-18)	330		383.05	385	55
Junior	53% Discount of Adult Pass				
Par 3 (all 3 9-hole courses) (See course ages)	255		296.10	295	40
Osgood (ages 5-18)	225		258.50	260	35
Prairiewood (ages 4 - 18)	190		220.90	220	30
El Zagal & Osgood ABC Loop (age 4-18)	110		166.85	165	55

Notes:

- 1) The CPI for the 2024 price increase is 5%
- 2) Senior discount went from 30% to 25% of Adult Pass
- 3) Junior discount went from 56% to 53% of Adult Pass on way to 50% in 2025
- 4) All prices have been rounded up to the nearest \$5, as past Pro and Board requests to keep it even numbers

2024 Golf Fees Proposal

Green Fees	2023	5.0%	with actual	Proposed
	Price	Increase	Increase	2024 Price
Adult Green Fees				
Edgewood & Rose Creek				
Edgewood & Rose Creek Prime	\$ 37.75	\$ 1.89	\$ 39.64	\$ 39.75
Edgewood & Rose Creek Non-Prime (M-F open-10:00 am)	\$ 30.00	\$ 1.50	\$ 31.50	\$ 31.50
Edgewood & Rose Creek Twilight (2-1/2 hours before dusk) & 9 hole	\$ 24.25	\$ 1.21	\$ 25.46	\$ 25.50
Osgood				
Osgood, Always	\$ 21.50	\$ 1.08	\$ 22.58	\$ 22.50
Prairiewood				
Prairiewood Always	\$ 17.25	\$ 0.86	\$ 18.11	\$ 18.00
El Zagal				
El Zagal Always	\$ 12.50	\$ 0.63	\$ 13.13	\$ 13.25
Senior Green Fees (ages 62 & over)				
Edgewood & Rose Creek				
Edgewood & Rose Creek Always	\$ 26.50		\$ 29.81	\$ 29.75
Osgood				
Osgood Always	\$ 15.00		\$ 16.88	\$ 17.00
Prairiewood				
Prairiewood Always	\$ 12.00		\$ 13.50	\$ 13.50
El Zagal				
El Zagal Always	\$ 8.75		\$ 9.94	\$ 10.00
Junior Restricted Green Fees				
Edgewood / Rose Creek (ages 7 - 18)				
Edgewood & Rose Creek Always	\$ 24.50	\$ 1.23	\$ 25.73	\$ 25.75
9 Hole Courses				
Osgood (Always) (ages 5-18)	\$ 14.00	\$ 0.70	\$ 14.70	\$ 14.75
Prairiewood (Always) (ages 4-18)	\$ 11.25	\$ 0.56	\$ 11.81	\$ 11.75
El Zagal (always) (ages 4-18)	\$ 8.00	\$ 0.40	\$ 8.40	\$ 8.50
Cart Rider Fees				
Edgewood & Rose Creek 18 holes (EW & RC)	\$ 17.75	\$ 0.89	\$ 18.64	\$ 18.75
9 holes (EW, RC, OS, PW)	\$ 11.00	\$ 0.55	\$ 11.55	\$ 11.50
9 holes (EZ only)	\$ 8.75	\$ 0.44	\$ 9.19	\$ 9.25
Osgood Trail Fee	\$ 254.75			\$ 300.00
Range Buckets				
Warm Up Bucket (17 balls)	\$ 3.00			\$ -
Small Bucket (34 balls)	\$ 4.00			\$ 5.00
Medium Bucket (68 balls)	\$ 8.00			\$ 10.00
Large Bucket (102 balls)	\$ 12.00			\$ 15.00
Foot Golf at El Zagal				
Adults (anyone over 18)	\$ 8.00			\$ 8.00
Juniors - restricted hours (ages 4-18)	\$ 5.00			\$ 5.00

Notes:

- 1) The CPI for the 2024 price increase is 5%
- 2) Senior discount goes from 30% to 25% of Adult fees
- 3) Range Ball increase due to increased ball costs



MEMORANDUM

DATE: May 24, 2023

TO: Fargo Park Board Facilities Committee

FROM: Kelly Kisell, Club Director

RE: Agenda Item No. 5c – Review proposed 2024 Courts Plus Community Fitness Membership and additional Fees

Attached is proposed fee schedules for the 2024 Courts Plus fees.

Staff is recommending:

- 3% increase in Membership fees.
- \$5 increase in monthly Child Watch fees per child.
- \$5 increase for monthly tanning packages.
- \$2 increase for monthly locker rentals.
- \$1.50 increase for hourly tennis court rental.
- \$1 increase in playground admission.

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

Thank you!

*Short Term Memberships include an addition \$50 start-up fee
 *12 Month Agreements are 10% off Short Term price

2023			
Membership	Short Term	12 Month	Paid in Full
IND	\$56.66	\$51.00	\$612.00
DUAL	\$75.54	\$67.99	\$815.88
FAMILY	\$92.21	\$82.99	\$995.88

Senior (60+)	12 Month	Paid in Full
IND	\$45.33	\$543.96
DUAL	\$60.23	\$722.76
FAMILY	\$73.52	\$882.24

Junior	Short Term	12 Month	Paid in Full
IND	\$45.56	\$41.00	\$492.00
DUAL	\$64.42	\$59.28	\$711.36

*Recreational Tax ~ 8% of Membership is subject to sales tax

ADD-ONS Per Month		Current	2024
Locker Rental Tanning Tennis Court Playground Child Watch		\$5	\$7
		\$20	\$25
		\$20	\$21.50
		\$4	\$5
	1-2 children	\$20	\$25
	3 children	\$25	\$30
	4+ children	\$30	\$35

2024			
Membership	Short Term	12 Month	Paid in Full
IND	\$58.31	\$52.48	\$629.82
DUAL	\$77.75	\$69.97	\$839.67
FAMILY	\$94.91	\$85.41	\$1,024.93

Senior (60+)	12 Month	Paid in Full
IND	\$46.66	\$559.87
DUAL	\$62.20	\$743.89
FAMILY	\$75.92	\$908.03

Junior	Short Term	12 Month	Paid in Full
IND	\$46.93	\$42.19	\$506.31
DUAL	\$66.36	\$61.02	\$732.20

*Recreational Tax ~ 7% of Membership is subject to sales tax
 *3% increase in base fees
 *Approx \$30,000 increase in revenue

1 Child
 2 Children
 3 Children + \$5 for every additional child

Monthly Increase	
Short Term	12 Month
\$1.65	\$1.48
\$2.21	\$1.98
\$2.70	\$2.42

	\$1.33
	\$1.97
	\$2.40

\$1.37	\$1.22
\$1.94	\$1.77

	Courts Plus	YMCA	Family Wellness
Membership	<i>12 Month/Short Term</i>		
Individual	\$52.48 / \$58.31	\$59	\$63
Dual	\$69.97 / \$77.75	x	x
Family	\$85.41 / \$94.91	\$90	\$103
Senior	\$46.66 / \$58.31	\$54	x
Youth (9-12)	\$42.19 / \$46.93 (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			
Daily Rate	\$3	\$7	\$6.25
2 children	\$6	\$14	\$8
3+ children	\$9+	\$21	\$10

*Courts Plus - \$20+ per month

*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

Paid Admissions for Indoor Playground - Not Including Punch Cards or Birthdays

Opened March 2013 (\$2 per child)

2014- 38,369

2015- 34,846

2016- 34,174

2017- 27,016- Rate Increase (\$4 per child)

2018- 25,593

2019- 24,442- July we started to push punch cards. Revenue went up, but paid admissions went down.

2020- Covid Closed March-July- (Jan-Feb)- 4,435 (2021- 2,638, 2022- 3,891, 2023- 4,241)

2021- 18,206

2022- 19,020

2023(Jan-May)- 9,366 (9,674 during same time period last year)

2024- Proposing \$5 per child



MEMORANDUM

DATE: May 24, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 6 – Review License Agreements with Growing Together Community Gardens, LLC, for sheds at Rabanus Park and McCormick Park

We have been working with Growing Together Community Gardens on a request to place sheds on Park District property one at Rabanus Park, 4315 18th Avenue South; and one at McCormick Park, 2101 9th Avenue South. There are community gardens at both parks and the sheds will help Growing Together Community Gardens secure their tools for use at these gardens. The attached License Agreements outline the details between the Fargo Park District and Growing Together Community Gardens, LLC.

We are asking the Committee to review the License Agreements 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.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of June 2023, by and between **PARK DISTRICT OF THE CITY OF FARGO**, (hereinafter “**Park District**”), and **GROWING TOGETHER COMMUNITY GARDEN, LLC** (hereinafter “**GTCG**”).

WHEREAS, the Park District owns certain real property described herein (the “**Property**”); and

WHEREAS, GTCG desires to erect a shed on the Property for purposes of housing equipment and other personal property, and the Park District is willing to grant a license to GTCG for the same and provide necessary ingress and egress to maintain and operate the shed, including access for volunteer and member parking.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. License for Placement of Shed. The Park District hereby grants to GTCG a license for the right to place a 10’x12’ shed on the Property located in Cass County, North Dakota. The Property and the approximate area where the shed will be located is attached hereto as Exhibit A and incorporated by reference herein. Said Property is legally described as follows:

Lot 2, Block 1, West Acres Business Park 4th, City of Fargo, Cass County, North Dakota

2. Term. The term of this License Agreement shall be for a period of one (1) year from the date of this Agreement, which Agreement shall automatically renew each January 1, unless otherwise terminated in accordance with the terms of Paragraph 7 below.

3. Release. In consideration of this Agreement, GTCG irrevocably and unconditionally releases, acquits, and forever discharges and covenants not to sue the Park District and/or its officers, directors, employees, agents, representatives, and servants, and their respective successors or assigns from and/or for sums of money, accounts, actions, suits, proceedings, claims and demands of any kind and nature, whether known or unknown, arising out of or relating to the installation of the shed on the Property, or arising out of or in any way related to the matters referenced in this Agreement.

4. Indemnity. GTCG agrees that during the term of this Agreement, GTCG shall be responsible for maintaining its own insurance on the shed and any equipment installed incident thereto. GTCG agrees to indemnify and hold the Park District, its officers, directors, employees, agents, representatives, and servants harmless from and against any and all claims arising out of the shed being installed on the Property, including claims for nuisance, bodily injury, death, and property damage that may result from the installation and use of the shed on the Property. GTCG shall provide a copy of the declaration page/or any renewals upon request from the Park District.

5. Personal Property. The shed is and shall remain the personal property of GTCG and GTCG shall be solely responsible for insuring and maintain the same.

6. Title. This Agreement shall, in no way, affect title to the Property described herein, and shall not operate to grant GTCG an easement or other ownership interest in and to the same.

7. Termination of Agreement. This License Agreement is fully revocable by the Park District. In the event the Park District desires to revoke this Agreement, it will provide GTCG with not less than sixty (60) days' written notice for GTCG to remove the shed and restore the ground. This Agreement shall be terminated if GTCG removes the shed from the Property. In the event of termination by GTCG, GTCG shall remove all equipment and return the property to use consistent with the adjacent space, including leveling the ground and returning it to its original state.

8. Assignment. Neither this Agreement, nor the rights and obligations of GTCG may be assigned without the express written consent of the Park District.

9. Binding Effect. This Agreement shall be binding upon GTCG, its respective successors, representatives, or assigns.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes, succeeds, and extinguishes any and all prior negotiations, understandings, promises or agreements.

12. Severability. Should any provision of this Agreement be determined to be invalid or unenforceable by a court of competent jurisdiction for any reason, all remaining provisions shall remain in full force and shall be fully severable.

IN WITNESS WHEREOF the parties hereto have executed this License Agreement as of the day and year first above written.

PARK DISTRICT OF THE CITY OF FARGO

By: _____

Dawn Morgan

Its: President

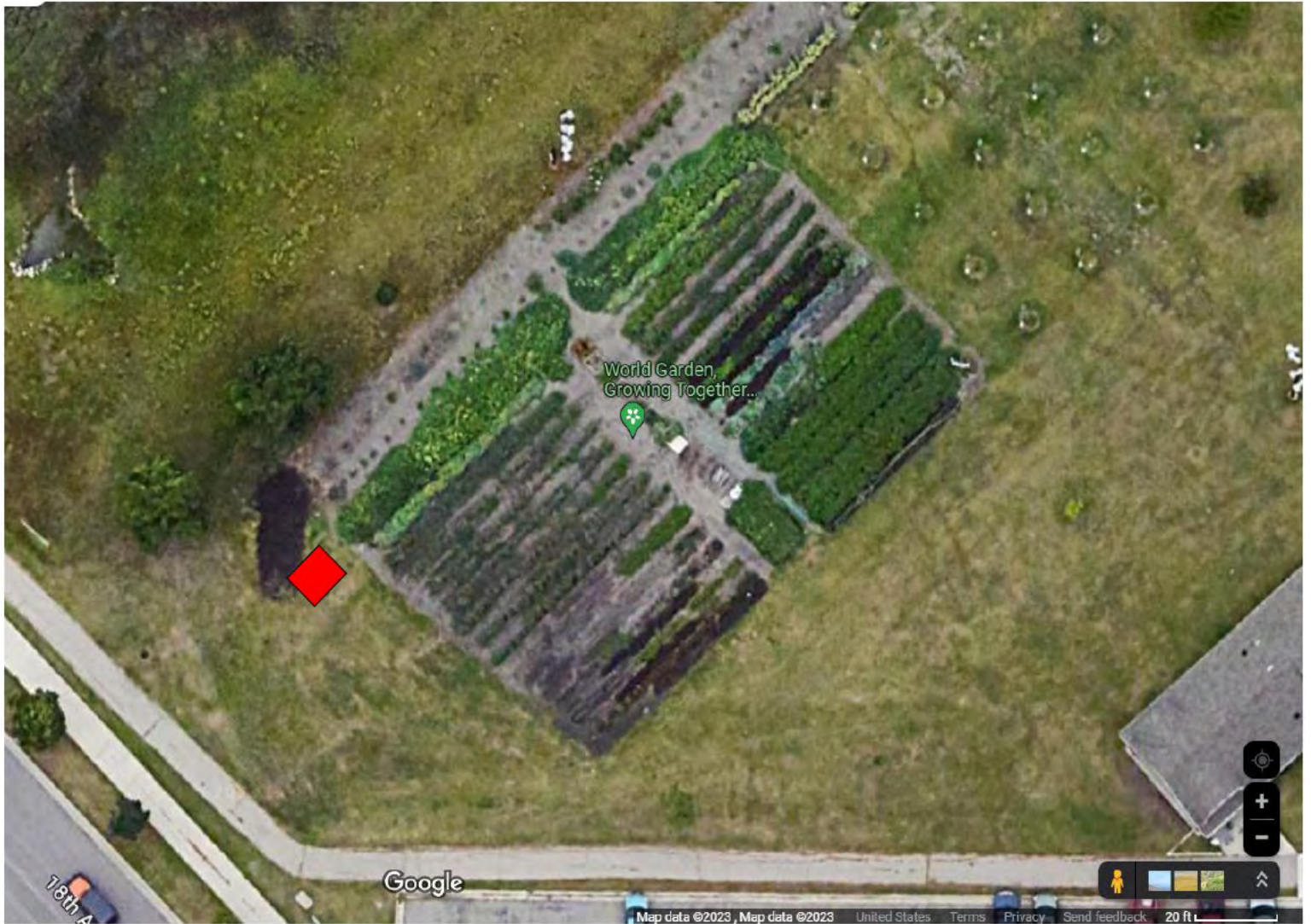
GROWING TOGETHER COMMUNITY GARDEN, LLC

BY: _____

Jack Wood

Its: President

EXHIBIT A



Shed Location

LICENSE AGREEMENT

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WHEREAS, the Park District owns certain real property described herein (the “**Property**”); and

WHEREAS, GTCG desires to erect a shed on the Property for purposes of housing equipment and other personal property, and the Park District is willing to grant a license to GTCG for the same and provide necessary ingress and egress to maintain and operate the shed, including access for volunteer and member parking.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. License for Placement of Shed. The Park District hereby grants to GTCG a license for the right to place a 6’x8’ shed on the Property located in Cass County, North Dakota. The Property and the approximate area where the shed will be located is attached hereto as Exhibit A and incorporated by reference herein. Said Property is legally described as follows:

Lot: 6 Block: 4 MEEHANS LOTS 6-11 BLK 4 & S 1/2 VA C 7 AV S ADJ AND LOTS 12-17 BLK 4 & N 1/2 VAC 8 AV S ADJ AND LOTS 6-11 BLK 5 & S 1/2 VAC 8 AV S ADJ AND E 40' LOT 12 BLK, City of Fargo, Cass County, North Dakota

2. Term. The term of this License Agreement shall be for a period of one (1) year from the date of this Agreement, which Agreement shall automatically renew each January 1, unless otherwise terminated in accordance with the terms of Paragraph 7 below.

3. Release. In consideration of this Agreement, GTCG irrevocably and unconditionally releases, acquits, and forever discharges and covenants not to sue the Park District and/or its officers, directors, employees, agents, representatives, and servants, and their respective successors or assigns from and/or for sums of money, accounts, actions, suits, proceedings, claims and demands of any kind and nature, whether known or unknown, arising out of or relating to the installation of the shed on the Property, or arising out of or in any way related to the matters referenced in this Agreement.

4. Indemnity. GTCG agrees that during the term of this Agreement, GTCG shall be responsible for maintaining its own insurance on the shed and any equipment installed incident thereto. GTCG agrees to indemnify and hold the Park District, its officers, directors, employees, agents, representatives, and servants harmless from and against any and all claims arising out of the shed being installed on the Property, including claims for nuisance, bodily injury, death, and property damage that may result from the installation and use of the shed on the Property. GTCG shall provide a copy of the declaration page/or any renewals upon request from the Park District.

5. Personal Property. The shed is and shall remain the personal property of GTCG and GTCG shall be solely responsible for insuring and maintain the same.

6. Title. This Agreement shall, in no way, affect title to the Property described herein, and shall not operate to grant GTCG an easement or other ownership interest in and to the same.

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8. Assignment. Neither this Agreement, nor the rights and obligations of GTCG may be assigned without the express written consent of the Park District.

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11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes, succeeds, and extinguishes any and all prior negotiations, understandings, promises or agreements.

12. Severability. Should any provision of this Agreement be determined to be invalid or unenforceable by a court of competent jurisdiction for any reason, all remaining provisions shall remain in full force and shall be fully severable.

IN WITNESS WHEREOF the parties hereto have executed this License Agreement as of the day and year first above written.

PARK DISTRICT OF THE CITY OF FARGO

By: _____

Dawn Morgan

Its: President

GROWING TOGETHER COMMUNITY GARDEN, LLC

BY: _____

Jack Wood

Its: President

EXHIBIT A



Shed Location