



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, NOVEMBER 14, 2023 AT 5:30 P.M.** IN THE BOARD ROOM OF THE PARK DISTRICT OFFICES AT 701 MAIN AVENUE, FARGO, WITH PRESIDENT JOE DEUTSCH, PRESIDING. **Please note:** This is an in-person event and streamed virtual. Members of the public and media can view the live meeting at www.fargoparks.com/news/park-board-meeting-november-agenda-2023

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

Consent Agenda - approve the following:

- a. Minutes - October 3, 2023
- b. October Bills
- c. Red River Trail Memorandum of Understanding Agreement with the City of Fargo and the Bison Village Trail Memorandum of Understanding Agreement with the City of Fargo.
- d. Permission to apply for a Major League Baseball-Major League Baseball Players Association (MLB-MLBPA) Youth Development Foundation Grant.
- e. Addendum related to the lift station at North Softball Complex.
- f. CC's 1st Addition Development Agreement.
- g. Contract for Services between the Fargo Public School District and Fargo Park District for the request to install a Storywalk near Madison Elementary School.
- h. Title VI of the Civil Rights Act of 1964.
- i. Award bid to Cougar Tree Services in the amount of \$76,612.00 for the 2024 Winter Tree Pruning.
- j. Request to solicit for bids for 2024 Park District Equipment.
- k. Request to solicit for bids for 2024 Park District Pickups.
- l. Award bid to Nelson Auto Center for the Cab and Chassis 4x4 Truck 1.5-Ton in the amount of \$66,948.00 and for the Drop Side Truck Body Dump in the amount of \$34,999.00.
- m. HR Policies-Holidays Policy No. 300, Funeral Leave Policy No. 250, Flexible Work Policy No. 159, Inclement Weather Policy No. 180 and Residency Policy No. 150.

Regular Agenda

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Department Update - IT
- 4. Board to consider for approval purchase offer for Robert D. Johnson Building; Susan Faus, presenter.
- 5. Adjourn

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
OF THE FARGO PARK DISTRICT OF OCTOBER 3, 2023**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, October 3, 2023, at 5:30 p.m. at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Dawn Morgan, Aaron Hill, Joe Deutsch, Jerry Rostad and Vicki Dawson. Also present were: Dave Bietz, Susan Faus, Carolyn Boutain, Broc Lietz, and Jeffrey Gunkelman.

Approval of Agenda

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

Approval of Consent Agenda

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

- (a) The minutes from September 5, 2023 meeting;
- (b) The September 2023 bills;
- (c) Award proposal to Schatz & Associates, LLC in the amount of \$45,000.00 for the services for Strategic Plan Services for the Fargo Park District;
- (d) Addendum to the Memorandum of Understanding between National Audubon Society, Inc., d/b/a Audubon Great Plains, f/k/a Audubon Dakota and the Fargo Park District for additional sites for Urban Woods and Prairies Initiative;
- (e) Award bid to MTI Distributing, Inc. in the amount of \$70,347.56 for Osgood Irrigation Central and Decoder Upgrade;
- (g) Permission to solicit bids for Furniture Package for the Fargo Parks Sports Center; and
- (f) Request for permission for appraisal of Depot.

Upon call of the roll, the motion passed unanimously.

Public Comments

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

Director's Report

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

Presentation from Arts Partnership

Tania Blanich, executive director of the Arts Partnership, presented to the Board on the activities and purposes of the Arts Partnership.

**Awarding of Sale of General Obligation Bonds, Series 2023A for Phase II of
Fargo Parks Sports Center**

Broc Lietz presented this matter. It was noted that the Board previously approved the resolution for competitive sale of general obligation bonds in an amount to not exceed \$34,000,000. It was noted that the approval of the sale of General Obligation Bonds would be for a total of \$31,200,00.00, with the \$2,800,000.00 difference being funded by the Bank of North Dakota Infrastructure Loan. It was noted that the Park District received 5 bids and that JP Morgan Securities was the lowest bidder. It was noted that the true interest rate over twenty years is 4.4110% and that the Park District will have the opportunity to refinance the bond in eight years.

Commissioner Jerry Rostad moved and Commissioner Aaron Hill seconded the motion to approve the sale of General Obligation Bonds, Series 2023A, to JP Morgan Securities, LLC, as presented. Upon call of the roll, the motion passed unanimously.

**Approval of Issuance of North Dakota Infrastructure Loan for Phase II of
Fargo Parks Sports Center**

Broc Lietz presented this matter. It was noted that this is the second part of the funding formula for the \$34,000,000.00 Phase II of the Fargo Parks Sports Center. It was noted that the interest rate on the infrastructure loan is 2%. It was noted that only certain aspects of the Fargo Parks Sports Center qualify under the infrastructure loan and that staff worked with JLG Architects, McGough Construction, and PFM Financial Advisors, LLC to determine which costs qualified under the new legislation. It was noted that the costs that qualify total \$2,800,000.00 and that the Park District received a commitment letter from the Bank of North Dakota.

Commissioner Aaron Hill moved and Commissioner Vicki Dawson seconded the motion to approve the General Obligation Park Facilities Bond, Series 2023, as presented. Upon call of the roll, the motion passed unanimously.

Approval of 2024 Annual Budget

Broc Lietz presented this matter. It was noted that there were very minimal changes from the preliminary budget to the final budget and that none of the changes impacted the bottom line of the budget. It was noted that the City of Fargo assessors office issued an average 12% increase on property valuations which increases the revenue for the Park District. It was noted that even with increased expenses for things like employee salaries and benefits, Island Park Pool and Fargo Parks Sports Center coming on board, staff was able to decrease the mills by 1.35.

Commissioner Aaron Hill moved and Commissioner Jerry Rostad seconded the motion to approve the 2024 Annual Budget, as presented. Upon call of the roll, the motion passed unanimously.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:25 p.m.

Jeff Gunkelman, Kennelly Business Law, Clerk



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (c) – Red River Trail Memorandum of Understanding Agreement with the City of Fargo and Review the Bison Village Trail Memorandum of Understanding with the City of Fargo

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve the Red River Trail Memorandum of Understanding and Bison Village Trail Memorandum of Understanding with the City of Fargo for shared use path, as presented.

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

MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

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

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

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

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

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

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

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

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

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

3. Construction.

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

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

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

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

5. Dispute Resolution.

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

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

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

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

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

If to Fargo:

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

If to the Park District:

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

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

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

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

11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

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

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

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

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

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

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

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

(Signatures appear on the following pages)

Dated this _____ day of _____, 2023

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By:

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this 14th day of November, 2023

Park District of the City of Fargo

Joe Deutsch, President

ATTEST:

Jeff Gunkelman, Clerk

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

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

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

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

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

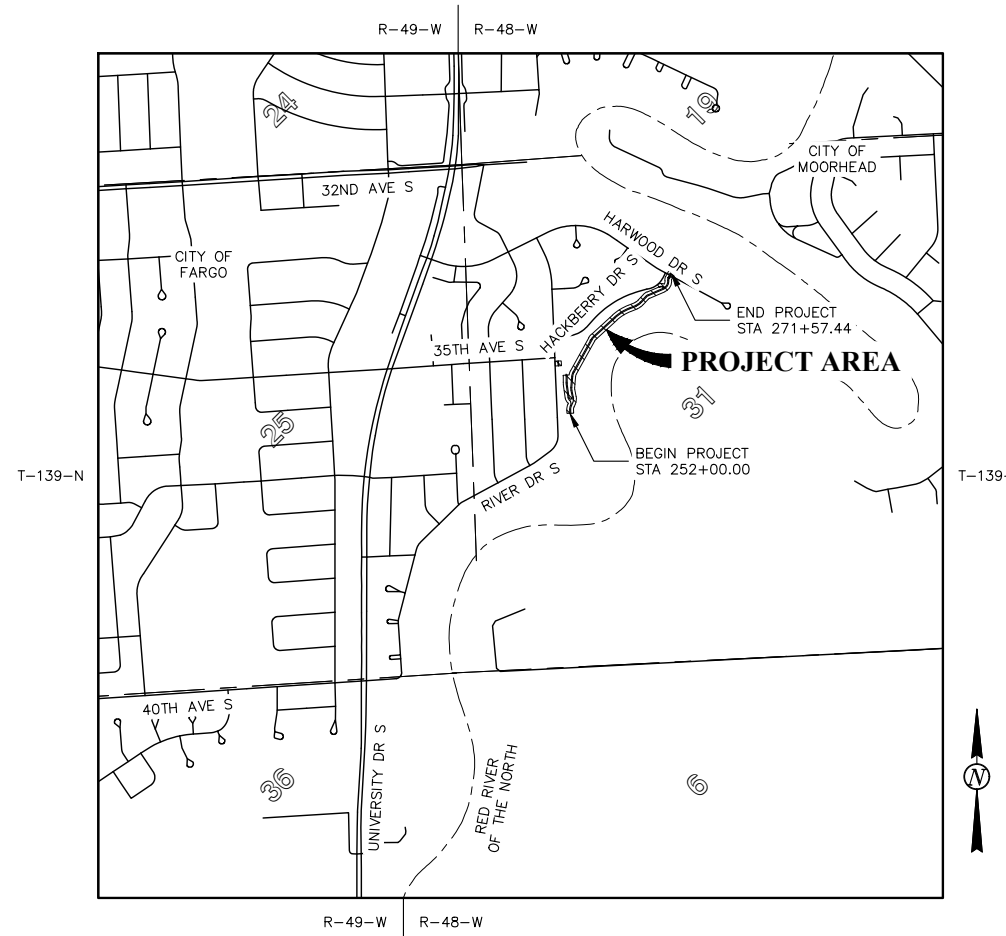
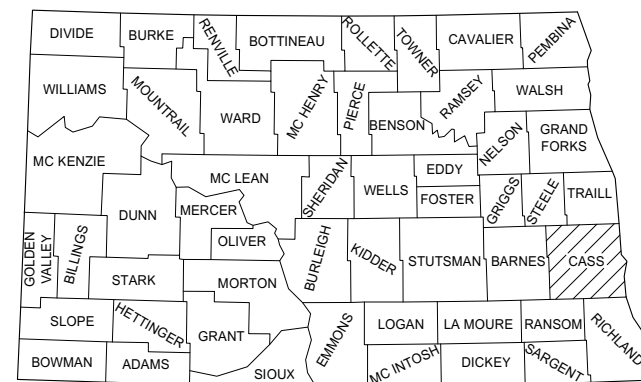


EXHIBIT A



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



STATE COUNTY MAP

DESIGNERS
GUNNER COWING

APPROVED DATE _____

FARGO
CITY ENGINEER

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

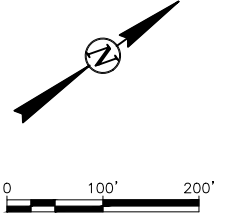
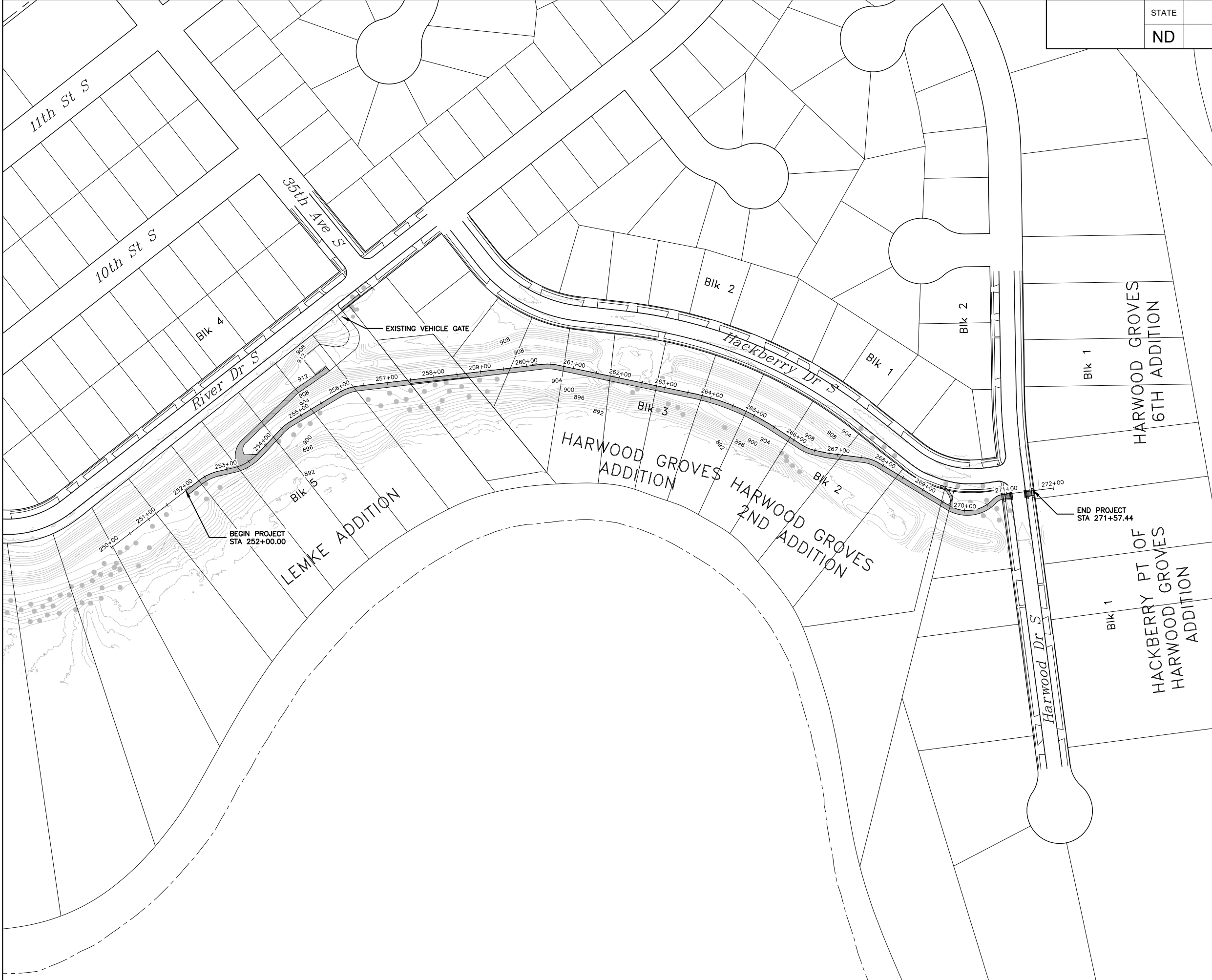
APPROVED DATE 8/9/2023

HOUSTON ENGINEERING INC



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

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



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

EXHIBIT A CONTINUED

THE CITY OF
Fargo
FAR MORE


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

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

REGISTERED PROFESSIONAL ENGINEER

ADAM M. RUKD

PE-10407

DATE

NORTH DAKOTA

8/17/2023

Scope of Work

River Dr Trail

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

MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

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

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

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

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

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

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

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

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

3. Construction.

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

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

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

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

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

If to Fargo:

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

Info to the Park District:

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

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

10. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set

forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the shared use path construction and operation, maintenance, and flood control system.

11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

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

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

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

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

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

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

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

(Signatures appear on the following pages)

Dated this _____ day of _____, 2023

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By:

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this 14th day of November, 2023

Park District of the City of Fargo

Joe Deutsch, President

ATTEST:

Jeff Gunkelman, Clerk

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

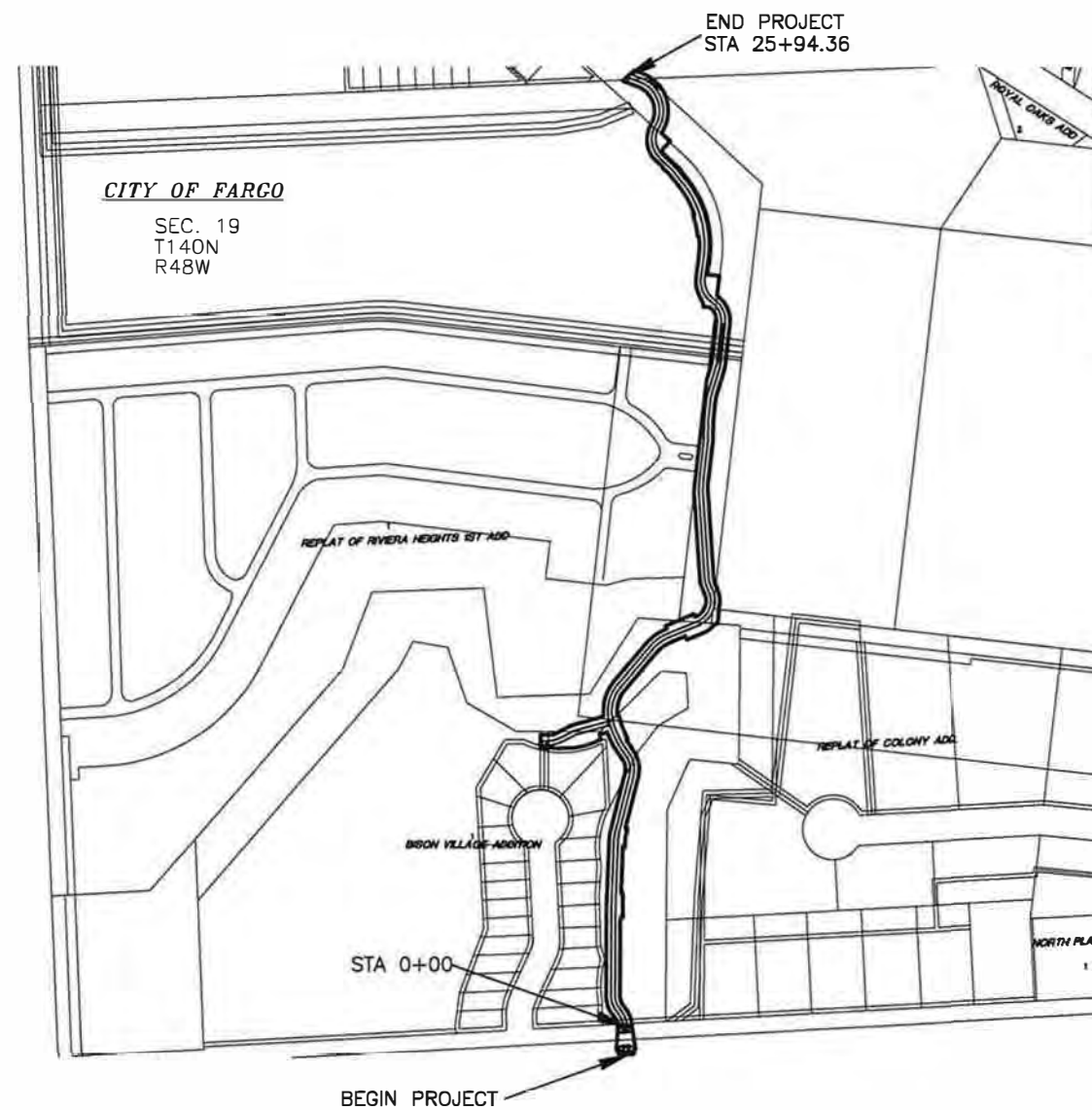
NDDOT PROJECT NO. TAU-8-984(172)
CITY OF FARGO PROJECT NO. SN-23-A1
CASS COUNTY
BISON VILLAGE/10TH ST N
32ND AVE TO 36TH AVE N
SHARED USE PATH & INCIDENTALS

2023

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

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

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



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

EXHIBIT A



APPROVAL SIGNATURES

City Engineer
T. C. C. 8/17/23
 Signature Date

Division Engineer
Ann Toland 8/17/23
 Signature Date

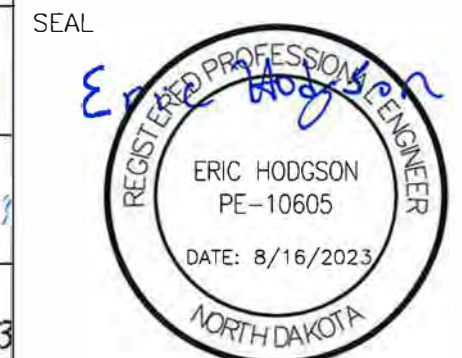
Project Engineer/Manager
Eric Hodgson 8/16/23
 Signature Date

Traffic Control Engineer
[Signature] 8-17-23
 Signature Date

Erosion & Sediment Control Engineer
[Signature] 8/17/23
 Signature Date

Certification
 I hereby certify that the attached plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of North Dakota.

Eric Hodgson 8/16/23
 Signature Date



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



N.T.S.




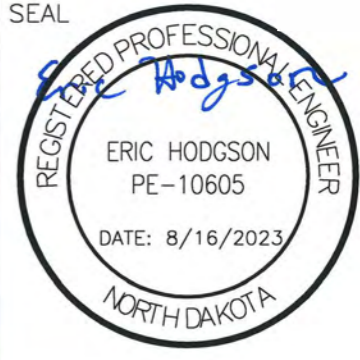
-  PROP SIDEWALK/ADA/IMPRINTED CONCRETE
-  TREE REMOVAL AREA
-  REMOVE TREE

EXHIBIT A CONTINUED

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

REVISIONS		
③	②	①

SEAL



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

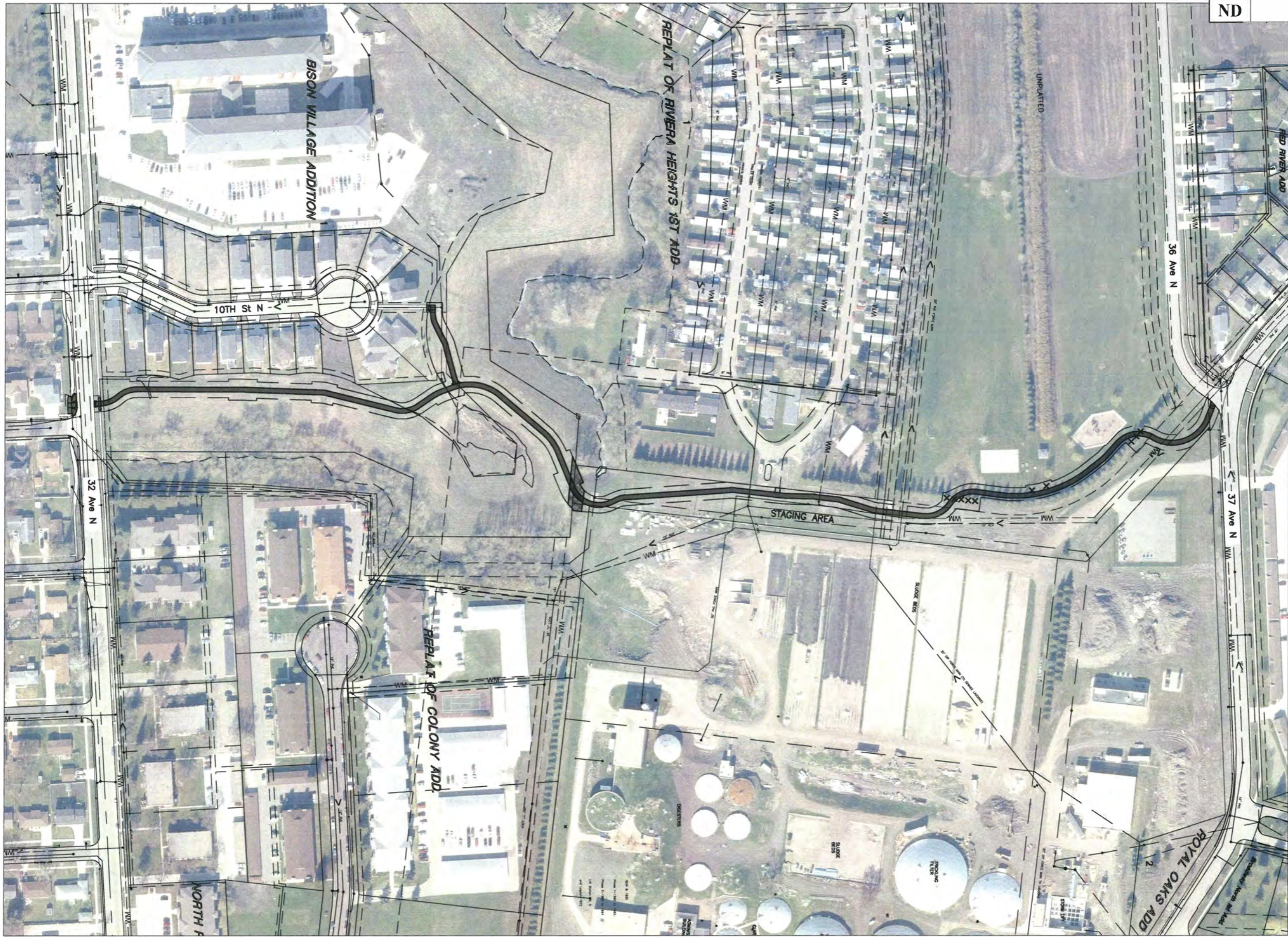
Overall Layout

SHARED USE PATH & INCIDENTALS

CITY OF FARGO Project SN-23-A1

DESIGN BY: EBH	CHECKED BY: EBH
DRAWN BY: MJB	ORIG DATE: Aug 2023

08/16/23 03:01:40PM T:\Engineering\Projects\Current\51_SN\SN-23-A1 (Bison Village)\Plans&Specs\SN-23-A1_Layout.dwg





MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (d) –Permission to apply for a Major League Baseball-Major League Baseball Players Association (MLB-MLBPA) Youth Development Foundation Grant

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to grant permission to apply for a Major League Baseball-Major League Players Association (MLB-MLBPA) Youth Development Foundation Grant, as presented.

Anderson Bullpen 1



Anderson Dugout 1



Anderson Bullpen 2



Anderson Dugout 2



New Dugout





MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (e) – Addendum related to the lift station at North Softball Complex

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

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

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

Thank you.

Sample Motion: I make a motion to approve the Second Addendum as it relates to the lift station at the North Softball Complex, as presented.

SECOND ADDENDUM TO AGREEMENT

(City of Fargo, Fargo Park District, Cass Rural Water User District)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FARGO,
a North Dakota Municipal Corporation

By: _____
Dr. Timothy J. Mahoney, Mayor

Date: _____

ATTEST:

Steve Sprague, City Auditor

CASS RURAL WATER USERS
DISTRICT

By: 
Jerry Blomeke, Manager

Date: 10/09/2023

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

By: _____
Joe Deutsch, President

Date: _____



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (f) – CC's 1st Addition Development Agreement

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve CC's 1st Addition Development Agreement for a cash payment in lieu of land for a park dedication from KLC Holding, LLC (Developer), as presented.

PAYMENT IN LIEU OF PARK AGREEMENT
CC'S FIRST ADDITION

This Park Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between KLC Holding LLC, whose post office address is 4609 33RD AVE S STE 400, Fargo, ND ("Developer"), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota 58103 ("Park District").

Preliminary Statements

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

PLAT BOUNDARY DESCRIPTION:

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

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

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

Agreement

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

1. Scope of Agreement. This Agreement shall not constitute a partnership or a joint venture by and between the Developer and Park District. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Developer Property.

2. Payment in Lieu of Park. In light of the fact that the Developer’s Property is not of sufficient size to commit property within the Developer’s Property for a park, The Developer shall provide a cash payment in lieu of dedicating a specific park area within the Developer Property. The payment in lieu of dedicated a specific park area be used by the Park District for the construction and improvements of nearby parks in Cottagewood Park.

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

3. Trails. The Developer shall provide the trail connections to 38th Street South to connect to the existing trail. These connections shall be made at the intersections of Alexander Drive, and 50th Avenue South.

4. Open Records. It specifically understood and agreed in this regard that Park District is a public body under North Dakota law and thus is subject to the open records and open meeting laws.

5. General Provisions.
 - a. This Agreement, together with the other surveys, plans and specifications that have been reviewed by the parties or later to be provided pursuant to this Agreement and the attachments hereto, contain the entire agreement among the parties respecting the matters herein set forth and supersede all prior discussions with respect to such matters.

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

DEVELOPER
KLC Holding LLC

PARK DISTRICT:
THE PARK DISTRICT OF THE
CITY OF FARGO

By _____
Its _____

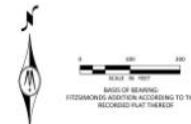
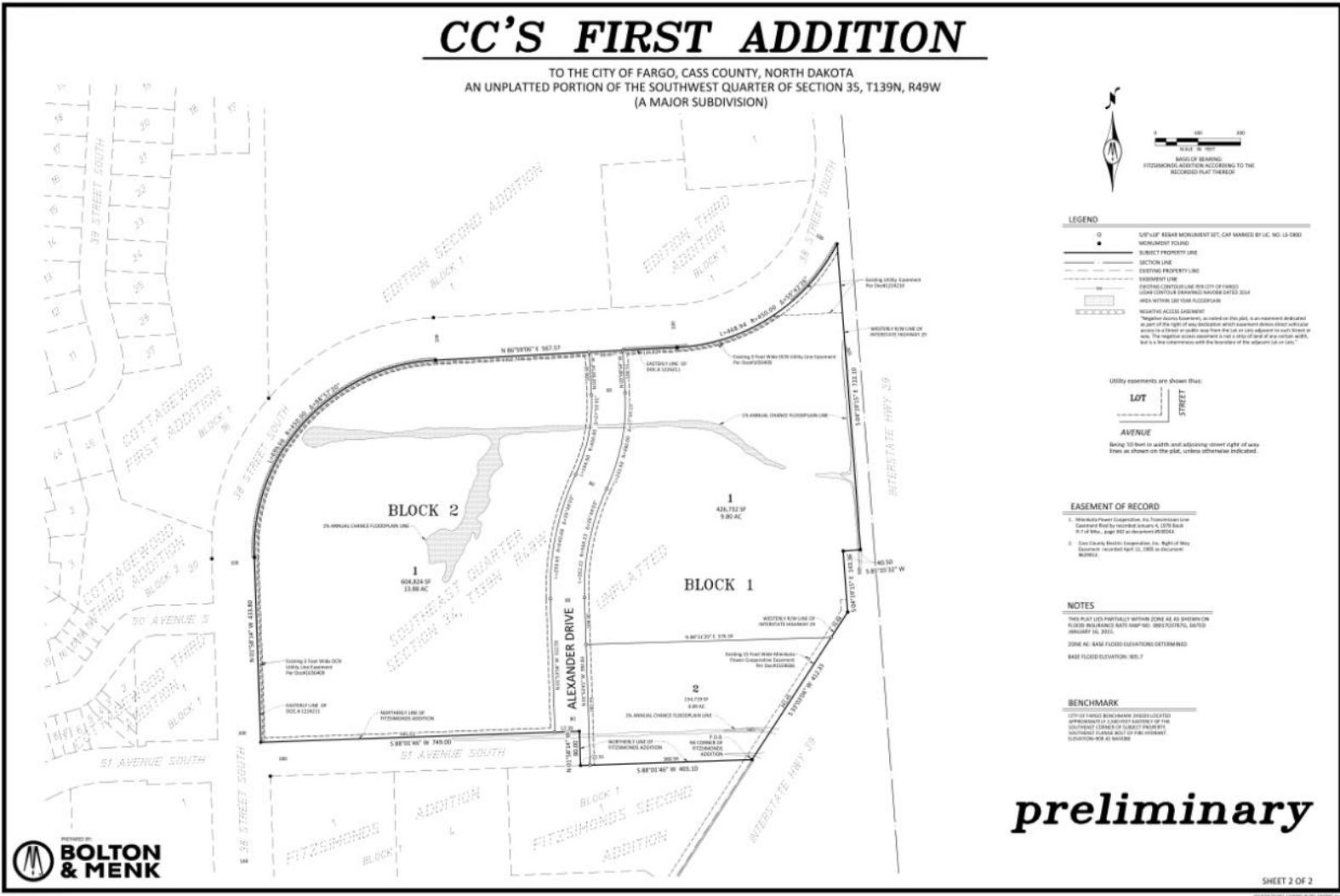
By _____
Joe Deutsch, President

By _____
Its _____

By _____
Jeff Gunkelman, Clerk

CC'S FIRST ADDITION

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



- LEGEND**
- SURVEY REBAR MONUMENT SET, CAP MARKED BY U.C. NO. 18-5883
 - MONUMENT FOUND
 - SUBJECT PROPERTY LINE
 - SECTION LINE
 - EXISTING PROPERTY LINE
 - EASEMENT LINE
 - EXISTING CONTROL LINE BY CITY OF FARGO
 - UTM CONTROL BENCHMARK NUMBER SHED 2004
 - AREA WITHIN 100-YEAR FLOODPLAIN
 - NEGATIVE ACCESS EASEMENT
- Weight of Access Easement, as shown on this plat, is an easement indicated by a line of the right-of-way boundary which is shown with a weight of 1.50 or more. The weight of the line is shown in the legend. The weight of the line is shown in the legend. The weight of the line is shown in the legend.

- Utility easements are shown thus:
- LOT
 - STREET
 - AVENUE
- Being 10 feet in width and adjoining street right-of-way lines as shown on the plat, unless otherwise indicated.

- EASEMENT OF RECORD**
1. Minot City Electric Corporation, Inc. Transmission Line Easement Plat by recorded plat, 4, 137E Book 87 of Minn., page 382 or document #2004.
 2. Cass County Electric Corporation, Inc. Right of Way Easement - recorded plat 11, 138E or document #2004.

- NOTES**
- THIS PLAT LIES PARTIALLY WITHIN ZONE AE AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 0802P0002L DATED 08/01/10, 2015.
- ZONE AE: BASE FLOOD ELEVATIONS DETERMINED
- BASE FLOOD ELEVATION: 965.7

- BENCHMARK**
- CITY OF FARGO BENCHMARK DISCONTINUED APPROXIMATELY 2.5 FEET SOUTH OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. BENCHMARK NUMBER: 18-5883. ELEVATION: 964.41.

preliminary





MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (g) – Contract of Services between the Fargo School District and Fargo Park District for the request to install a Storywalk near Madison Elementary School

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve the installation of a Storywalk at Madison Elementary School, as presented.

**FARGO PUBLIC SCHOOL DISTRICT
CONTRACT FOR SERVICES**

I. PARTIES

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

II. SCOPE OF THE AGREEMENT

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

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

III. TERM OF THE AGREEMENT

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

IV. TERMINATION

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. NOTICES

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

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

VIII. INDEPENDENT ENTITY

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

IX. ASSIGNMENT

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

X. SPOILIATION - PRESERVATION OF EVIDENCE

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

XI. MERGER AND MODIFICATION

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

XII. SEVERABILITY

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

XIII. APPLICABLE LAW AND VENUE

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

XIV. EFFECTIVENESS OF AGREEMENT

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

**FARGO PUBLIC SCHOOL
DISTRICT**

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

Signature: _____

Signature: _____

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

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

Date: _____

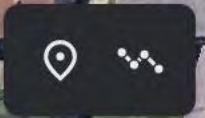
Date: _____



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

Madison Elementary School

Fargo Public School
District No 1
Temporarily closed





MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (h) – Title VI of the Civil Rights Act of 1964

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

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

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

Thank you.

Sample Motion: I make a motion to adopt a Fargo Park District policy for compliance of the Title VI of the Civil Rights Act of 1964, as presented.



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

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

INTRODUCTION

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

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

PLAN SUMMARY

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

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

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

MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

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

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

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

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

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

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

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

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

LANGUAGE ASSISTANCE

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

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

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

LANGUAGE ASSISTANCE MEASURES:

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

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

STAFF TRAINING

The following training will be provided to all staff:

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

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

TRANSLATION OF DOCUMENTS

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

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

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

MONITORING

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

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

DISSEMINATION OF THE DISTRICT PLAN

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

Fargo Park District of the City of Fargo

Dave Bietz, Deputy Director of Operations

Date



Fargo Park District of the City of Fargo

TITLE VI NONDISCRIMINATION POLICY STATEMENT

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

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

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

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

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

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

Fargo Park District of the City of Fargo

Dave Bietz, Deputy Director of Operations

Date



Fargo Park District of the City of Fargo

TITLE VI COMPLAINT PROCESS

A. Scope of Title VI Complaints

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

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

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

B. Formal Title VI Complaint Procedure

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

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

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

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

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

C. Informal Title VI Complaint Procedure.

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

Dave Bietz, Deputy Director of Operations

Date

TITLE VI COMPLAINT



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



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (i) – Award bid for the 2024 Winter Pruning

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to award Cougar Tree Care, Inc., the bid for the 2024 Winter Tree Pruning, as presented.

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



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



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (j) – Request to Solicit Bids for the 2024 Park District Equipment

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to grant permission to solicit bids for the 2024 Park District Equipment, as presented.



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (k) – Request to Solicit Bids for the 2024 Park District Pickups

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

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

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to grant permission to solicit bids for the 2024 Park District Pickups, as presented.

M E M O R A N D U M

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (I) – Bids for the Cab and Chassis 4x4 Truck 1.5-Ton and the Drop Side Truck Body Dump

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

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

Staff recommends approving the bid from Nelson Auto Center for the Cab and Chassis 4x4 Truck 1.5-Ton and Drop Side Truck Body Dump.

It was recommended at the October 25, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to award Nelson Auto Center the bid for the Cab and Chassis 4x4 Truck 1.5-Ton and Drop Side Truck Body Dump.

Fargo Park District

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

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

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



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (m) – Policy 300 – Holidays

The HR Taskforce is recommending recognizing 1 additional holiday in the name of cultural unity and inclusivity:

1. Martin Luther King Day – third Monday in January which honors the life of a fighter for racial justice and equality for every race.

In addition to the above Holiday, the Taskforce would like to see an early closing on Christmas Eve, if the day falls on Monday, Tuesday, Wednesday, or Thursday. The Taskforce has noticed a trend of businesses, public and private, who are closing early and allowing employees to take advantage of a longer Christmas holiday, creating a better work/life balance during which can be a stressful and emotional time of year. Christmas Eve closing early, would be treated as a ½ day paid holiday (4 hours).

This was reviewed at the October 18th Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

Sample Motion: I make a motion to approve the Holiday Policy 300 as stated above.

PARK DISTRICT OF THE CITY OF FARGO
HOLIDAYS
POLICY NO. 300

Date Approved by Park Board 3/17/19, 11/15/22, 11/14/23 Date Reviewed by Staff 10/2/2023

The Park District observes the following holidays:

New Year's Day	-	January 1
Martin Luther King Jr. Day		Third Monday in January
President's Day	-	Third Monday in February
Good Friday		
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Friday after Thanksgiving		
Christmas Eve		December 24 *** (early closing – ½ day holiday pay)
Christmas Day	-	December 25

When a holiday falls on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is observed as the holiday.

All regular full-time employees will receive holiday hours based on employment status. Regular full-time employees who are required to work on holidays because of the nature of their work, or because of their regular work shift, will be paid for the hours worked and receive 8 hours of Holiday pay.

Holiday pay is not considerable for overtime. Holiday pay is paid out at employee's regular rate.

Procedure:

Non-exempt:

Work 4 hours on holiday, will be paid 4 regular hours + 8 holiday hours – no vacation credit

Exempt:

Will be paid 8 hours of Holiday pay only, regardless if worked on holiday or not – no vacation credit

Golf Pros:

Will receive full pay – no holiday pay and no vacation credit

***When Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday the Park District will close at noon on that day. Non-exempt employees would be compensated for hours actually worked and receive 4 hours of Holiday pay.

Exempt employees will receive 4 hours of Holiday pay and expected to work ½ day.

Employees may choose to work during the early closure or any Holiday, with prior approval by their supervisor.

PARK DISTRICT OF THE CITY OF FARGO

HOLIDAYS

POLICY NO. 300

DRAFT

Date Approved by Park Board 3/17/19, 11/15/2022 Date Reviewed by Staff 10/2/2023

The Park District observes the following holidays:

New Year's Day	-	January 1
<u>Martin Luther King Jr. Day</u>		<u>Third Monday in January</u>
President's Day	-	Third Monday in February
Good Friday		
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Friday after Thanksgiving		
<u>Christmas Eve</u>		<u>December 24 *** (early closing – ½ day½ day holiday pay)</u>
Christmas Day	-	December 25

When a holiday falls on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is observed as the holiday.

~~on a~~

All regular full-time employees will receive holiday hours based on employment status. Regular full-time employees who are required to work on holidays because of the nature of their work, or because of their regular work shift, will be paid for the hours worked and receive 8 hours of Holiday pay.

Holiday pay is not considerable for overtime. Holiday pay is paid out at employee's regular rate.

Procedure:

Non-exempt:

Work 4 hours on holiday, will be paid 4 regular hours + 8 holiday hours – no vacation credit

Exempt:

Will be paid 8 hours of Holiday pay only, regardless if worked on holiday or not – no vacation credit

Golf Pros:

Will receive full pay – no holiday pay and no vacation credit

***When Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday the Park District will close at noon on that day. Non-exempt employees would be compensated for hours actually worked and receive 4 hours of Holiday pay.

Exempt employees will receive 4 hours of Holiday pay and expected to work ½ day.

Employees may choose to work during the early closure or any Holiday, with prior approval by their supervisor.

Veteran's Day	Thanksgiving	Day After Thanksgiving	Christmas Eve	Christmas Day	Personal Day	Other Holidays if approved that year	Notes
Cass County	Cass County	-	Cass County ***	Cass County	-	yes, if declared by govenor	* see their table
City of Fargo	City of Fargo	-	City of Fargo***	City of Fargo	City of Fargo (1)	yes, if approved by appointed	* not official, but have closed earl
Fargo Parks	Fargo Parks	Fargo Parks	-	Fargo Parks	-	-	
Bismarck Parks	Bismarck Parks	Bismarck Parks	-	Bismarck Parks	-	-	
Devils Lake Parks	Devils Lake Parks	-	-	Devils Lake Parks	-	-	
Dickinson Parks	Dickinson Parks	Dickinson Parks	-	Dickinson Parks	-	-	
Grand Forks Parks	Grand Forks Parks	Grand Forks Parks	-	Grand Forks Parks	-	-	
Jamestown	Jamestown	Jamestown	-	Jamestown	-	-	
Mandan Parks	Mandan Parks	-	-	Mandan Parks	-	-	
Minot Parks	Minot Parks	-	-	Minot Parks	Minot Parks (1)	-	
Valley City Parks	Valley City Parks	Valley City Parks	Valley City Parks ***	Valley City Parks	-	-	*get 1/2 day off if Mon - Thurs
Wahpeton Parks	Wahpeton Parks	Wahpeton Parks	Wahpeton Parks***	Wahpeton Parks	-	yes, any day appointed by president or govenor	*get 1/2 day off if Mon - Thurs
-	Watford City Parks	-	-	Watford City Parks	-	-	
West Fargo Parks	West Fargo Parks	West Fargo Parks	West Fargo Parks	West Fargo Parks	West Fargo Parks (2)	-	
Williston Parks	Williston Parks	-	-	Williston Parks	-	-	



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (m) – Policy 250 – Funeral Leave

Funeral leave provides the emotional space that employees need to deal with both the logistical and emotional aspects of the death of a family member in a healthy way.

The HR Taskforce reviewed the Funeral Leave policy. The taskforce found that Bereavement/Funeral leave differs amongst all employers and that 3 to 5 days of time off per loss of an immediate loved one each year, is trending to be the benchmark amongst all employers nationwide. The Taskforce recommend the 4 days currently offered to employees, aligns with the nationwide benchmark.

Many employees will come to work for us as part of a blended family. It was identified in reviewing the policy that the list of immediate family members did not include Step or Foster family members. This change allows us to show how we acknowledge and accept diverse levels of family.

The HR Taskforce recommends expanding the list of immediate family members to include Stepparents, Stepchildren, Step siblings, Grandchildren, and Grandparents-in-law. They also recommend replacing “next of kin” with “relationships” in the last paragraph. The Taskforce also recommends employees have the ability to use sick leave for other funerals not covered in the list of immediate family members.

This was reviewed at the October 18th Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

Sample Motion: I make a motion to approve the Funeral Leave Policy 250 as presented.

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

PARK DISTRICT OF THE CITY OF FARGO
FUNERAL LEAVE
POLICY NO. 250

Date Approved by Park Board 03/17/09, 11/14/23 Date Reviewed by Staff 04/01/19; 8/31/23

Regular full-time employees are eligible for funeral leave. Absence from work because of a death in the immediate family may be excused without loss of pay, to a maximum of four (4) calendar days per loss. The immediate family is defined below:

Spouse
Parent
Stepmother / Stepfather – added
Foster parent - added
Mother-in-law / Father-in-law
Child
Stepchild – added
Foster child - added
Daughter-in-law / Son-in-law
Brother/ Sister
Stepbrother / Stepsister - added
Brother-in-law / Sister-in-law
Grandchildren - added
Grandparents
Grandparents-in-law - added

Such other relationships as approved by the Executive Director and HR Director prior to the funeral leave being taken.

Employees may use up to 2 days of sick leave to attend the funeral of any other relationship, not stated above.

PARK DISTRICT OF THE CITY OF FARGO
~~FUNERAL~~ **FUNERAL LEAVE**
POLICY NO. 250

DRAFT

Date Approved by Park Board 03/17/09

Date Reviewed by Staff 04/01/19; 8/31/23

Regular full-time employees are eligible for funeral ~~funeral~~ leave. Absence from work because of a death in the immediate family may be excused without loss of pay, to a maximum of four (4) calendar days per ~~loss~~ loss. The immediate family is defined below:

Spouse

Parent

Stepmother / Stepfather – added

Foster parent - added

Mother-in-law / Father-in-law

Child

Stepchild – added

Foster child - added

Daughter-in-law / Son-in-law

Brother/ Sister

Stepbrother / Stepsister - added

Brother-in-law / Sister-in-law

Grandchildren - added

Grandparents

Grandparents-in-law - added

~~includes husband, wife, son, daughter, mother, father, mother in law, father in law, brother, sister, brother in law, sister in law, son in law, daughter in law, grandparents and~~ Such other relationships as approved by the Executive Director and ~~HR Director~~ HR Director prior to the funeral leave being taken.

Employees may use up to 2 days of sick leave to attend the funeral of any other relationship, not stated above.

Bereavement Leave Offerings:

Nationwide Benchmark: 3 to 5 days of timeoff per loss of a loved one each year

Cass County: Up to 4 calendar days for Spouse, Parent, Child, Sibling, Employee, Grandparents, and Grandchildren

Up to 2 calendar days for extended family for employee's spouses parents, spouses siblings, spouses grandparents, foster parents, foster children, your child's spouse.

Aunts and Uncles at the discretion of department head

City of Fargo: Up to 4 calendar days for spouse, child, parent, sibling, mother/father in law, sister/brother in law, daughter/son in law, or other next of kin approved by appointing authority.

ND State Employees: Up to 3 days for husband, wife, son, daughter, father, mother, father in law, mother in law, step parents, brother, sister, stepsiblings, brother in law, sister in law, grandparents, grandchildren step children, foster parents, foster children, daughter in law, son in law.

Family Health Organization: Need 3 months of service, then receive up to 5 days leave, for parents, step parents, siblings, step siblings, spouse, children, parents in law, brother/sister in law, son/daughter in law, grandparents, & grandchildren.

FYI: in 2022, we had 13 employees use Funeral Leave, for a total of 288.50 hours / \$8,002.61 dollars paid out, only 1 employee had multiple (2) funeral leaves during the year.
So far in 2023, 7 employees have used Funeral Leave, for a total of 145 hours / \$4,924.29 dollars paid out, no multiple funeral leaves.



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (m) – Policy 159 – Flexible Work Policy

The Fargo Park District supports workplace flexibility to promote a highly productive work environment and recognizes that flexible work arrangements can help the organization recruit and retain valuable employees, increase morale and overall job satisfaction, and provide employees an attainable work/life balance.

The HR Taskforce has written a new policy that will help the Fargo Park District with those aspects stated above.

The Taskforce is recommending the following flexible work options:

1. Flextime – example, someone starting at 8:00 am to drop kids off at daycare and working till 5:00 pm, instead of the 7:30am to 4:30pm shift.
2. Compressed workweek – example, work four 10-hour days, Monday thru Thursday, instead of the normal five workdays in a week.
3. Teleworking – example, work remotely Tuesday and Thursday, Monday, Wednesday, & Friday are in their main Park District work location.

The HR taskforce recognizes that all flexible work arrangements are discretionary based upon the needs of the department, division, or work group. Flexible work arrangements do not mean that duties, obligations, responsibilities, or terms and conditions of employment are modified.

This was reviewed at the October 18th Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

Sample Motion: I make the motion to approve the Flexible Work Policy 159 as presented.

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

PARK DISTRICT OF THE CITY OF FARGO
FLEXIBLE WORK POLICY
POLICY NO. 159

Date Approved by Park Board 11/14/23
Date Reviewed by Staff 10/18/23

The Fargo Park District supports workplace flexibility to promote a highly productive work environment and recognizes that flexible work arrangements can help the organization retain valuable employees and reduce turnover costs while also benefiting staff by providing a way to more effectively meet the demands of their work and personal responsibilities. The Fargo Park District also recognizes that flexible work arrangements are an important part of modern work culture.

This policy establishes the guidelines for flexible work arrangements to situations that fall outside of the typical Park District work schedule and last longer than two months. These arrangements must meet the needs of the Park District and the responsibilities of the position the employee holds. Outstanding service to the public and internal customers is paramount to how we work.

While not all positions will be suitable for flexible work arrangements, requests will be reviewed on a case-by-case basis taking into account the departmental needs and the employee's ability to maintain a high level of service. A flexible work arrangement is a business and workplace strategy, not an employee right.

FLEXIBLE WORK OPTIONS

A. Flextime: Agreed-upon starting and departure times that differ from the standard schedule for the department, division, or work group. Flextime does not reduce the total number of hours worked in a given workweek. Flextime options can include fixed starting/ending times that change periodically; starting and ending times that can vary daily and variations in the length of days (e.g., six-hour day followed by a 10-hour day).

B. Compressed workweek: A traditional 40-hour workweek condensed into fewer than five workdays (e.g., four 10-hour workdays).

C. Teleworking: A regular, routine work arrangement that allows the employee to perform a portion of the job outside of Park District facilities. This type of arrangement specifies the number of hours and days to be worked outside of the office and the specific time in which it will occur.

CRITERIA

Flexible work arrangements are discretionary based upon the operational needs of the department, division or work group and must have prior approval by the supervisor, department director, and Human Resources Director.

Requests for flexible work arrangements will be evaluated based on the employee's ability to perform their job duties, tasks and responsibilities remotely or independent of co-workers or team members.

GENERAL GUIDELINES

- A. Flexible work arrangement requests are not the same as the occasional need for flexibility. Flexible work arrangements generally last longer than two months and are a regular and predictable part of the employee's work schedule.
- B. Not all requests will be accommodated and not all positions are appropriate for flexible work options.
- C. Performance expectations remain the same regardless of the employee's work schedule or location.
- D. Flexible work arrangements are not guaranteed or permanent – they may change as the needs of the department, division, or work group change. Supervisors, Directors or Human Resources may temporarily adjust work schedule or location as needed to meet the operational needs of the work group.
- E. Flexible scheduling options that include unequal work weeks are not allowed. (i.e., 32 hours in one week and 48 hours in the next).
- F. When making decisions regarding flexible work arrangements, customers and staff should not be adversely affected by a flexible work arrangement. A flexible work arrangement may be discontinued if adverse effects arise.
- G. Flexible work arrangements must be in compliance with the Park District information security and data policies as well as all other Park District policies.
- H. The employee should receive approval for temporary deviations in their established work schedule from the supervisor in the same manner that they would without a flexible work arrangement. (i.e., vacation, sick, funeral, FMLA, etc.).
- I. All flexible work arrangements are subject to the Park District Employment Rules and the Fair Labor Standards Act and other relevant laws.
- J. Eight hours of pay is the maximum allowed per holiday. If a holiday falls on a day that an employee is scheduled to work more than eight hours (i.e., such as 4/10 workweek), the employee must use vacation or personal leave to supplement the rest of the scheduled workday or flex the time by working another day in the same work week as approved by the supervisor. If a holiday falls on a day that an employee is not scheduled to work, the employee must work out an arrangement with their supervisor. Arrangements can include supplementing the holiday on one of their working days, work overtime that week (with supervisor approval), etc.
- K. If a Flexible Work Arrangement Request is denied, the supervisor must schedule a meeting to review the decision with the Human Resources Director and Deputy Director and/or Executive Director.
- L. Working off the clock by nonexempt/hourly employees is strictly prohibited. All overtime hours must be approved prior to working them by their supervisor.

TELEWORKING GUIDELINES

A. The work area should be suitable to complete the work assigned, safe, ergonomically appropriate, and located in a space where employees can conduct business professionally. The Park District will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space. The Park District accepts no responsibility for damage or repairs to employee-owned equipment. The work area should provide sufficient security for data, phone conversations, etc.

B. Employees who telework must have internet access with enough bandwidth to perform effectively. As bandwidth requirements can vary greatly depending on the work to be performed, employees should contact IT if they need assistance determining the appropriate bandwidth for their specific needs. Equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for teleworking will be determined on a case-by-case basis by the Park District with information supplied by the employee and the supervisor. The decision as to type, nature, function and/or quality of electronic hardware, software, systems access, data, and phone lines rests with the supervisor in coordination with the Park District's Information Technology department. Equipment provided by the Park District is limited to authorized persons for Park District-related purposes. Upon separation of employment, all Park District property will be returned to the Park District, unless other arrangements have been made.

C. Employees will be expected to ensure the confidentiality and security of all Park District data accessed from or transported to the remote work site.

D. Employee must be in good standing before teleworking. Employee cannot be on a performance improvement plan.

E. A teleworking arrangement cannot substitute for regular dependent or childcare.

F. Any work-related accident, injury, or illness that occurs while teleworking should be reported immediately to the employer's supervisor so that an Initial Incident Form can be completed. An employee is covered by Worker's Compensation laws while teleworking.

G. Employees are solely responsible for determining an appropriate level of homeowner's insurance based on their own circumstances. Employees are encouraged to check with their insurance carrier about the implications of working from home.

H. Federal and state tax implications of teleworking and use of a home office are the responsibility of the employee.

I. The teleworker's schedule, including number of teleworking days per week (limit 2 days/ week), normal teleworking hours and use of vacation, personal or compensatory time will be discussed with the employee prior to finalizing the teleworking agreement.

J. The supervisor retains the right to call a teleworker into the office as needed. Teleworkers should be accessible as they would be in Park District offices. The only difference is where the work occurs. The arrangement must be seamless to customers.

K. Teleworkers are expected to develop an effective communication strategy with their supervisors and work unit. Teleworkers must be reachable during agreed-upon work hours.

L. Teleworkers must notify their supervisor of their availability and/or change of teleworking location.

M. Teleworking employees may submit mileage for any travel between your main Park District work location and secondary location.

N. Telework employees who are not exempt of the Fair Labor Standards Act will be required to accurately record all hours worked using the Park District time keeping system. Any work deemed as unauthorized work of “off-the-clock” (work outside of scheduled hours that has not been approved by a supervisor) is strictly prohibited for non-exempt employees.

O. Teleworkers are expected to dress appropriately with a clean/organized workplace that can be displayed in virtual meetings.

PROCESS

A. The employee must complete a flexible work arrangement request form and submit it to his/her supervisor.

B. The employee and supervisor must discuss the flexible work arrangement request.

C. The work group’s operational needs must be considered (e.g., impact on work group, co-workers, customers, budget, business needs, etc.)

D. Supervisors should specify when the employee is expected to be present at the office, how they are to be available during their offsite work time and how they are to communicate their specific availability, if the flexible work arrangement is approved.

E. Flexible work arrangement agreements must be in writing and approved by the supervisor, department director and Human Resources Director before taking effect.

F. Supervisors should evaluate an employee’s flexible work arrangement with them on an ongoing basis and review the flexible work arrangements among their work group to ensure ongoing equity. Flexible work arrangements will need to be renewed each calendar year (if not changing, an email to the Human Resources will suffice).

G. The Park District will assess the flexible work arrangement policy on a periodic basis.

PERFORMANCE STANDARDS

Performance expectations remain at the same level as they would if not under a flexible work arrangement. If performance standards are not met, the ability to work a flexible work arrangement may be revoked until performance improves.

Any short-term changes of work hours or work location should be reviewed and approved by the supervisor in advance.

PARK DISTRICT OF THE CITY OF FARGO
FLEXIBLE WORK POLICY
POLICY NO. 159

DRAFT

Date Approved by Park Board

Date Reviewed by Staff

The Fargo Park District supports workplace flexibility to promote a highly productive work environment and recognizes that flexible work arrangements can help the organization retain valuable employees and reduce turnover costs while also benefiting staff by providing a way to more effectively meet the demands of their work and personal responsibilities. The Fargo Park District also recognizes that flexible work arrangements are an important part of modern work culture.

This policy establishes the guidelines for flexible work arrangements to situations that fall outside of the typical Park District work schedule and last longer than two months. These arrangements must meet the needs of the Park District and the responsibilities of the position the employee holds. Outstanding service to the public and internal customers is paramount to how we work.

While not all positions will be suitable for flexible work arrangements, requests will be reviewed on a case-by-case basis taking into account the departmental needs and the employee's ability to maintain a high level of service. A flexible work arrangement is a business and workplace strategy, not an employee right.

FLEXIBLE WORK OPTIONS

A. Flextime: Agreed-upon starting and departure times that differ from the standard schedule for the department, division, or work group. Flextime does not reduce the total number of hours worked in a given workweek. Flextime options can include fixed starting/ending times that change periodically; starting and ending times that can vary daily and variations in the length of days (e.g., six-hour day followed by a 10-hour day).

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C. Teleworking: A regular, routine work arrangement that allows the employee to perform a portion of the job outside of Park District facilities. This type of arrangement specifies the number of hours and days to be worked outside of the office and the specific time in which it will occur.

CRITERIA

Flexible work arrangements are discretionary based upon the operational needs of the department, division or work group and must have prior approval by the supervisor, department director, and Human Resources Director.

Requests for flexible work arrangements will be evaluated based on the employee's ability to perform their job duties, tasks and responsibilities remotely or independent of co-workers or team members.

GENERAL GUIDELINES

- A. Flexible work arrangement requests are not the same as the occasional need for flexibility. Flexible work arrangements generally last longer than two months and are a regular and predictable part of the employee's work schedule.
- B. Not all requests will be accommodated and not all positions are appropriate for flexible work options.
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- E. Flexible scheduling options that include unequal work weeks are not allowed. (i.e., 32 hours in one week and 48 hours in the next).
- F. When making decisions regarding flexible work arrangements, customers and staff should not be adversely affected by a flexible work arrangement. A flexible work arrangement may be discontinued if adverse effects arise.
- G. Flexible work arrangements must be in compliance with the Park District information security and data policies as well as all other Park District policies.
- H. The employee should receive approval for temporary deviations in their established work schedule from the supervisor in the same manner that they would without a flexible work arrangement. (i.e., vacation, sick, funeral, FMLA, etc.).
- I. All flexible work arrangements are subject to the Park District Employment Rules and the Fair Labor Standards Act and other relevant laws.
- J. Eight hours of pay is the maximum allowed per holiday. If a holiday falls on a day that an employee is scheduled to work more than eight hours (i.e., such as 4/10 workweek), the employee must use vacation or personal leave to supplement the rest of the scheduled workday or flex the time by working another day in the same work week as approved by the supervisor. If a holiday falls on a day that an employee is not scheduled to work, the employee must work out an arrangement with their supervisor. Arrangements can include supplementing the holiday on one of their working days, work overtime that week (with supervisor approval), etc.
- K. If a Flexible Work Arrangement Request is denied, the supervisor must schedule a meeting to review the decision with the Human Resources Director and Deputy Director and/or Executive Director.
- L. Working off the clock by nonexempt/hourly employees is strictly prohibited. All overtime hours must be approved prior to working them by their supervisor.

TELEWORKING GUIDELINES

- A. The work area should be suitable to complete the work assigned, safe, ergonomically appropriate, and located in a space where employees can conduct business professionally. The Park District will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space. The Park District accepts no responsibility for damage or repairs to employee-owned equipment. The work area should provide sufficient security for data, phone conversations, etc.
- B. Employees who telework must have internet access with enough bandwidth to perform effectively. As bandwidth requirements can vary greatly depending on the work to be performed, employees should contact IT if they need assistance determining the appropriate bandwidth for their specific needs. Equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for teleworking will be determined on a case-by-case basis by the Park District with information supplied by the employee and the supervisor. The decision as to type, nature, function and/or quality of electronic hardware, software, systems access, data, and phone lines rests with the supervisor in coordination with the Park District's Information Technology department. Equipment provided by the Park District is limited to authorized persons for Park District-related purposes. Upon separation of employment, all Park District property will be returned to the Park District, unless other arrangements have been made.
- C. Employees will be expected to ensure the confidentiality and security of all Park District data accessed from or transported to the remote work site.
- D. Employee must be in good standing before teleworking. Employee cannot be on a performance improvement plan.
- E. A teleworking arrangement cannot substitute for regular dependent or childcare.
- F. Any work-related accident, injury, or illness that occurs while teleworking should be reported immediately to the employer's supervisor so that an Initial Incident Form can be completed. An employee is covered by Worker's Compensation laws while teleworking.
- G. Employees are solely responsible for determining an appropriate level of homeowner's insurance based on their own circumstances. Employees are encouraged to check with their insurance carrier about the implications of working from home.
- H. Federal and state tax implications of teleworking and use of a home office are the responsibility of the employee.
- I. The teleworker's schedule, including number of teleworking days per week (limit 2 days/ week), normal teleworking hours and use of vacation, personal or compensatory time will be discussed with the employee prior to finalizing the teleworking agreement.
- J. The supervisor retains the right to call a teleworker into the office as needed. Teleworkers should be accessible as they would be in Park District offices. The only difference is where the work occurs. The arrangement must be seamless to customers.
- K. Teleworkers are expected to develop an effective communication strategy with their supervisors and work unit. Teleworkers must be reachable during agreed-upon work hours.
- L. Teleworkers must notify their supervisor of their availability and/or change of teleworking location.

M. Teleworking employees may submit mileage for any travel between your main Park District work location and secondary location.

N. Telework employees who are not exempt of the Fair Labor Standards Act will be required to accurately record all hours worked using the Park District time keeping system. Any work deemed as unauthorized work of “off-the-clock” (work outside of scheduled hours that has not been approved by a supervisor) is strictly prohibited for non-exempt employees.

O. Teleworkers are expected to dress appropriately with a clean/organized workplace that can be displayed in virtual meetings.

PROCESS

A. The employee must complete a flexible work arrangement request form and submit it to his/her supervisor.

B. The employee and supervisor must discuss the flexible work arrangement request.

C. The work group’s operational needs must be considered (e.g., impact on work group, co-workers, customers, budget, business needs, etc.)

D. Supervisors should specify when the employee is expected to be present at the office, how they are to be available during their offsite work time and how they are to communicate their specific availability, if the flexible work arrangement is approved.

E. Flexible work arrangement agreements must be in writing and approved by the supervisor, department director and Human Resources Director before taking effect.

F. Supervisors should evaluate an employee’s flexible work arrangement with them on an ongoing basis and review the flexible work arrangements among their work group to ensure ongoing equity. Flexible work arrangements will need to be renewed each calendar year (if not changing, an email to the Human Resources will suffice).

G. The Park District will assess the flexible work arrangement policy on a periodic basis.

PERFORMANCE STANDARDS

Performance expectations remain at the same level as they would if not under a flexible work arrangement. If performance standards are not met, the ability to work a flexible work arrangement may be revoked until performance improves.

Any short-term changes of work hours or work location should be reviewed and approved by the supervisor in advance.



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (m) – Policy 180 – Inclement Weather

The primary goal in establishing the Inclement Weather Policy is to provide clarity to employees and to ensure that employees stay safe, connected, and informed during any severe weather event that may arise.

The HR Taskforce updated the existing policy to provide clarity to employees. The “remote work” aspect was added in relation to our new Flexible Work Policy. In assessing the policy, the Taskforce recommends that the reference to essential employees be removed from the policy. The Park District does not have the same responsibilities that the City of Fargo’s essential personnel would have during an inclement weather event.

The HR Taskforce recommends not making any changes to the pay structure for an early closure, late opening, or complete closure. Employees that were required to work or were at work before the offices closed will be compensated for the hours they actually worked before the closure plus Weather pay and will not be issued vacation credit.

This was reviewed at the October 18th Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

Sample Motion: I make the motion to approve the Inclement Weather Policy 180 as presented.

PARK DISTRICT OF THE CITY OF FARGO
INCLEMENT WEATHER POLICY
POLICY NO. 180

Date Approved by Park Board 6/12/18, 11/14/23 Date Reviewed by Staff 1/1/2020, 10/14/23

The Fargo Park District is committed to the safety and security of each employee. As such, the decision to close the Park District, and/or close early is based on the overall concern for the safety and security of the Fargo Park District employees.

In general, the Fargo Park District's practice is to remain open and to conduct business as usual during periods of inclement weather, except as noted in this policy statement. Unless otherwise directed, all employees are expected to report to work at their regular time and to remain at work throughout the course of their regularly scheduled workday.

We encourage employees to use their best judgement about working through severe weather events. If an employee believes they cannot commute safely between their home and place of work during periods of inclement weather, or will have a late arrival due to weather, the employee is required to notify their supervisor and use either vacation leave, unpaid leave, or make up the hours.

Exempt employees are not paid by the hour but rather receive a set salary, therefore, the hours of vacation they would be required to take would depend on if they came into work at all that day or worked remotely while the office was open.

- If the exempt employee misses a full day of work because of inclement weather when the office remains open, they will be required to use vacation or unpaid time will be taken if no vacation is available. Exempt employees are paid for partial day absences even if they have no accrued time in their bank.

Hourly employees are to use vacation for hours they were scheduled while the office is open but they're not at work.

- The employee, with the permission of their Director, Manager or Supervisor, may be allowed to work "make up" hours rather than taking vacation or leave without pay, if the "make up" hours can be worked in the same week of the time off.

The Park District will pay for up to 16 hours of regular time within a calendar year, if the Executive Director or Deputy Directors make the rare decision to close the Fargo Park District as a whole due to inclement weather for a partial day, whether opening late or closing early. All benefited employees previously scheduled to work during closed hours will be paid the number of hours necessary to complete their regularly scheduled shift. If the Fargo Park District is closed for an entire workday, all benefited employees scheduled to work that day will be paid. Benefitted employees who are required to work or were at work before the decision to close was made, will be paid for the hours worked and receive 8 hours of Weather Pay. The 8 hours should be reported as Weather hours and will not be included in any overtime calculation. If the employee had approved vacation or sick time, those hours would be used as planned.

Specific facilities and site offices will be assessed individually based on the weather in those areas. The Executive Director, Deputy Directors or VSS Director will make the final decision on closure at those sites.

PARK DISTRICT OF THE CITY OF FARGO
INCLEMENT WEATHER POLICY
POLICY NO. 180

Date Approved by Park Board 06/12/18 Date Reviewed by Staff 01/10/2020

The Fargo Park District is committed to the safety and security of each employee. As such, the decision to close the Park District, and/or close early is based on the overall concern for the safety and security of the Fargo Park District employees.

In general, the Fargo Park District's practice is to remain open and to conduct business as usual during periods of inclement weather, except as noted in this policy statement. Unless otherwise directed, all employees are expected to report to work at their regular time and to remain at work throughout the course of their regularly scheduled workday.

We encourage employees to use their best judgement about working through severe weather events. If an employee believes they cannot commute safely between their home and place of work during periods of inclement weather, or will have a late arrival due to weather, the employee is required to notify their supervisor and use either vacation leave, unpaid leave, or make up the hours.

~~Each Director has the authority to allow employees within his/her department to report late, leave early or not report at all on days when weather conditions could jeopardize the employee's safe travel between the employee's residence and place of work. Vacation hours or leave without pay (if no vacation is available in the employee's bank) are to be used for the days/hours missed that the employee was scheduled, and the office was open. The specifics bulleted below are requirements under Dept of Labor (DOL) ruling.~~

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Exempt employees are not paid by the hour but rather receive a set salary, therefore, the hours of vacation ~~they/he/she~~ would be required to take would depend on if ~~they/he/she~~ came into work at all that day or worked remotely while the office was open.

~~• If an exempt employee doesn't have accrued vacation available, they must still be paid their regular salary if the decision is made to close the office and the employee's absence is due to the Fargo Park District's decision to close.~~

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- If the exempt employee misses a full day of work because of inclement weather when the office remains ~~open~~open, ~~they he/she~~ will be required to use vacation or unpaid time will be taken if no vacation is available. Exempt employees are paid for partial day absences even if ~~they/he/she~~ ~~have~~s no accrued time in ~~their/his/her~~ bank.

Hourly employees are to use vacation for hours they were scheduled while the office is open but they're not at work.

- The employee, with the permission of the ~~ir~~ Director, Manager or Supervisor, may be allowed to work "make up" hours rather than taking vacation or leave without pay, if the "make up" hours ~~can-must~~ be worked in the same week ~~off~~following the time off.

The Park District will pay for up to 16 hours of regular time within a calendar year, if the Executive Director or Deputy Directors make the rare decision to close the Fargo Park District as a whole

due to inclement weather for a partial day, whether opening late or closing early. All benefited employees previously scheduled to work during closed hours will be paid the number of hours necessary to complete their regularly scheduled shift. If the Fargo Park District is closed for an entire workday, all benefited employees scheduled to work that day will be paid. ~~Benefitted employees who are required to work or were at work before the decision to close was made, will be paid for the hours worked and receive 8 hours of Weather Pay. No hours will be paid over 8 hours per workday.~~ The 8 hours should be reported as ~~Weather~~regular working hours and will not be included in any overtime calculation. If the employee had approved vacation or sick time, those hours would be used as planned. ~~Any additional inclement weather hours over 16 would be brought to the Park Board for consideration.~~

~~Each Director will determine essential personnel as a case-by-case basis. Essential personnel are expected to make every effort to report to duty and must contact their supervisor of any difficulties as early as possible.~~

~~Essential personnel will be credited one hour of vacation, up to 16 hours, for every hour worked prior to the administrative offices being open for business.~~

~~Specific facilities and s~~Site offices ~~not located in the Fargo Moorhead area~~ will be assessed individually based on the weather in those ~~are~~sities. The Executive Director, Deputy Directors or VSS Director will make the final decision on closure at those sites.



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Stacy Kruger, HR Director

RE: Consent Agenda Item (m) – Policy 150 – Residency Policy

The HR Taskforce and the Leadership Team conducted a thorough review of the existing Residency Policy with the upcoming recruitment of the Executive Director position.

The HR Taskforce determined any changes, or the elimination of the Residency Policy is a board decision, since the policy impacts one employee only and that employee reports to the board.

Thru that review it was determined:

1. The first paragraph of the policy has been incorporated in the Flexible Work Policy.
2. The second paragraph does not need to be a policy but suggest that this could be included in the Executive Director employment contract if warranted by the Commissioners.

The Leadership Team recommends the elimination of Policy 150 – Residency Policy.

This policy was reviewed at the October 18th Administration Committee Meeting and the committee recommended it be brought to the full board on the Consent Agenda.

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

Thank you.

Sample Motion: I make the motion to eliminate the Residency Policy – 150, following the recommendation from the Administration Committee.

PARK DISTRICT OF THE CITY OF FARGO
RESIDENCY
POLICY NO. 150

Date Reviewed by HR 01/01/16, 11/14/23 Date Approved by Park Board 01/12/16, 11/14/23

Removal of Policy

PARK DISTRICT OF THE CITY OF FARGO
RESIDENCY
POLICY NO. 150

Date Reviewed by HR 01/01/16

Date Approved by Park Board 01/12/16

~~Employees are not required to live within the corporate limits of the City of Fargo. However, Employees may be required to report for duty within a certain specified time after being called by their Supervisor. Response time may be different for various departments and will be established by the Director of the department.~~

-

~~The exception to this policy, however, is that the Executive Director, appointed by the Board of Directors to administer the Park District's operation and to be, in part, the face of the Park District in the City of Fargo, shall be required to live in and maintain their personal residence within the city limits of the City of Fargo. If not a resident of the City of Fargo at the time of hire, the Executive Director will be required to establish the Fargo residence with six (6) months of accepting the position. An Executive Director's employment may be terminated by the Board of Park Commissioners if he/she fails to establish that Fargo residence or later changes their personal residence to outside the City of Fargo.~~



MEMORANDUM

DATE: November 8, 2023

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Interim Executive Director

RE: Agenda Item No. 3 – Department Update - IT

For the November Board Meeting, the IT Department will provide an update on work accomplished in 2023 and the focus for 2024. The staff will share information on the IT department and give an update on current and upcoming projects.

Please contact me with questions.

Thank you.



MEMORANDUM

DATE: November 7, 2023

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Interim Executive Director

RE: Agenda Item No. 4 – Board to consider for approval purchase offer for Robert D. Johnson Building

Background Information

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

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

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

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

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

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

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

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

Action Requested

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

On Monday, November 6, 2023, the Cass County Commission acknowledged receipt of Robert D. Johnson building inspection and confirmed purchase offer.

Staff requested direction from the Facilities Committee on how to proceed with the purchase offer of \$825,000.00 for the Robert D. Johnson Building. At the October 25, 2023, Facilities Committee Meeting, the Committee recommended bringing the purchase offer of \$825,000.00 for the Robert D. Johnson Building to the full board for consideration and approval.

If you have questions related to this item before the Board meeting, feel free to contact me.

Thank you.

Sample Motion: I make a motion to approve the purchase offer of \$825,000.00 for the Robert D. Johnson Building, as presented.

Attachments:

Appraisal \$1,120,000.00

List of facility improvements

Offer Letter from Cass County dated 4/21/23

Offer Letter from Cass County dated 10/17/23

Appraisal Services Inc.

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

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

October 17, 2022

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

Dear Mr. Lietz:

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

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

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

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

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

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

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

Real Estate Appraisers and Consultants

Fargo Park District
 RDJ Building Cost & Improvements

Prepared by: Jim Larson, 10/2/18

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



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

April 21, 2023

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

Re: Offer to Purchase Robert D. Johnson Building

Dear Mr. Leker:

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

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

Thank you,

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

Robert W. Wilson
Cass County Administrator



Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

October 17, 2023

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

Re: Offer to Purchase Robert D. Johnson Building

Dear Ms. Faus:

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

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

Thank you,

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

Robert W. Wilson
Cass County Administrator