



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, SEPTEMBER 09, 2025, AT 5:30 P.M.** IN THE BOARD ROOM AT THE FARGO PARKS SPORTS CENTER AT 6100 38th STREET SOUTH, FARGO, WITH PRESIDENT VICKI DAWSON, PRESIDING. **Please note:** This is an in-person event and streamed virtually. Members of the public and media can view the live meeting at [www.fargoparks.com/news/park-board-meeting-september-agenda-2025](http://www.fargoparks.com/news/park-board-meeting-september-agenda-2025)

### **6:00 p.m. Budget Hearing**

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

#### **Consent Agenda** – approve the following:

- a. Minutes – August
- b. August Bills
- c. Board to Reject Snack Food Vending Bid for Concessions.
- d. Approval of the Memorandum of Understanding Agreement with the City of Fargo for the Construction of the Red River Shared Use Path (15<sup>th</sup> Avenue North to the Woodcrest Addition).
- e. Approval the Governance Policies (GP 1-2-3-5-7), Commitments, Board Culture, Committee Structure, Commissioner Duties and Responsibilities, and Commissioner Code of Ethics/Conflict of Interest.
- f. Approval of Commissioner/Executive Director Relationships (C/ED 1-2-4-5). Single Point of Contact, Single Unit Control, Authority of the Executive Director, and Executive Director Accountability.
- g. Approval of the final draft of the Park Board Benefits.
- h. Approval of North Dakota Department of Transportation Authorizing Resolution for Valley Senior Services.
- i. Approval of the Selkirk 4<sup>th</sup> Developers Agreement.

#### **Regular Agenda**

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Consideration of a Single-Track Bike Trail; Dave Bietz, presenter
- 4. Consideration of Agreement for Installation of Synthetic Turf at Tharaldson Little League Complex; Tyler Kirchner, presenter
- 5. Consideration to Approve the Beverage Concessions and Vending Bid; Kevin Boe, presenter
- 6. 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 AUGUST 5, 2025**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, August 5, 2025, at 5:30 p.m. at the Fargo Park District office at 6100 38<sup>th</sup> Street South, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Aaron Hill, Zoé Absey, and Jerry Rostad. Also present were: Susan Faus, Dave Bietz, Jane Gust, and attorney Jeff Gunkelman.

### **Approval of Agenda**

Commissioner Aaron Hill moved and Commissioner Zoé Absey seconded a motion to approve the agenda as presented. Upon call of the roll, the motion passed unanimously.

### **Approval of Consent Agenda**

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

- (a) The minutes the July 8, 2025 meeting;
- (b) The July 2025 bills;

Upon call of the roll, the motion passed unanimously.

### **Public Comments**

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

### **Director's Report**

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

### **Approval of 2026 Preliminary Budget**

Broc Lietz presented to the Board on this matter. It was noted that all departments within the Park District work together to put the budget together. It was noted that the Park District is funded by three primary funding sources: property taxes, charge for services, and intergovernmental services. It was noted that the property taxes make up approximately 50%-60% of the revenues received by the Park District. It was noted that staff personnel will increase by 3.5%, that park maintenance will increase by \$1,133,263.00 due to facility improvements and equipment needs, an increase of \$135,204 from last year toward capital projects, and an estimated reduction of \$681,294.00 in swimming pool expenses with all pools being operational. It was noted that the Park District expects an increase in property tax revenue despite a reduction in the mill levy due to new properties being added to the tax base and a projected increase in assessed values of properties. It was noted that the public hearing for budget is September 9 and that the final budget will be presented to the Board at the October 7 meeting.

Commissioner Aaron Hill moved and Commissioner Zoé Absey seconded a motion to approve the 2026 Preliminary Budget, as presented to the Board. Upon call of the roll, the motion passed unanimously.

### **Governance Committee Update**

Commissioner Hill presented to the Board updates from the previous Governance Committee meeting. No action was taken.

### **Planning Committee Update**

Commissioner Rostad presented to the Board updates from the previous Governance Committee meeting. No action was taken.

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 5:45 p.m.

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Jeff Gunkelman, Kennelly Business Law, Clerk



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Commissioners

FROM: Kevin Boe, Recreation Director & Chad Pfau, Food & Beverage Manager

RE: Consent Agenda Item (c) - Board to Reject Snack Food Vending Bid for Concessions

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On August 5, 2025, the Fargo Park District opened bids for the 2026–2030 Snack Food Vending contract. The Park District received one bid from Snacks Plus, which offered competitive base pricing and a variety of additional benefit options.

After review, staff recommend rejecting the bid. During follow-up discussions, the bidder indicated they only wished to be considered if they could also serve as a subcontractor to Pepsi and continue servicing the Beverage Vending Machines.

For your reference, the bid submitted by Snacks Plus is attached.

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

Thank you.

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

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**Fargo Park District**  
**2025 Snack Food Vending**  
**Bid Opening - 10:00 am, Tuesday, August 5, 2025**



	<b>Snacks Plus</b>		
<b>Bid Items</b>	<b>5 year Bid</b>		
Big Garb Chips (LSS)	\$2.00		
XVL Chips	\$3.00		
Standard Candy Bars (recent 25% increase by Hershey and Mars)	\$2.50		
Miscellaneous Snacks	\$2.00 - \$5.00		
Commission of ____% of gross sales less sales taxes on sales from vending machines	10%		
At least 5 snack food vending machines	5 or more available minimum sales \$50/week required		
The furnishing of the equipment listed above and any other equipment as may be agreed upon between the Park District and the successful bidder at no cost to the Park District.	Yes		
Price schedule for beverages other than soft drinks is attached.	Yes		
Marketing Plan with examples of support for healthy behaviors	Yes		



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (d)– Approval of the Memorandum of Understanding Agreement with the City of Fargo for the Construction of the Red River Shared Use Path (15<sup>th</sup> Avenue North to the Woodcrest Addition)

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The City of Fargo is planning to construct a shared used path in 2026 as part of the overall City of Fargo pedestrian transportation system plan. The new path will be along a portion of the Red River from 15<sup>th</sup> Avenue North to the Woodcrest Addition. The City of Fargo and the Fargo Park District both own parcels on which shared use paths will be constructed. Attached please find the Memorandum of Understanding Agreement, between the City of Fargo and the Fargo Park District.

The local cost share will be split between the City of Fargo and the Fargo Park District for the project. The park district's share is estimated to be \$275,000 for the project currently. The park district's share of the cost of the project is budgeted in the 2026 Concrete Improvements Budget. The City of Fargo received Transportation Alternative Program (TAP) grants from the Federal Highway Administration (FHWA) for the remaining costs of the project.

If you have any questions regarding this memo, please contact me prior to the meeting.

Thank you.

Susan Faus, Executive Director  
Park Commissioners – Zoe Absey \* Vicki Dawson \* Joe Deutsch \* Aaron Hill \* Jerry Rostad  
Clerk -Jeff Gunkelman

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## 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 4<sup>th</sup> Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (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, fences, vehicle gates, pedestrian benches, solar lighting, and signage; 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. A portion of the shared use path is also to be built upon property owned by the United States of America c/o VA Hospital whose address is 2101 Elm Street North Fargo, North Dakota 58102 (the "VA"). The parties hereto 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, fences, vehicle gates, pedestrian benches, solar lighting, and installation of signage.
- b. Fargo shall be responsible for any levee construction, alteration, 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. Project Cost.

- a. All project costs incurred by Fargo for project development and construction, including internal markups, shall be split 50/50 between Fargo and Park District.
- b. The total estimated project cost for the initial construction of the shared use path, as described in 3(a) above, is \$1,635,321. Park District's estimated cost of the local share is \$274,493. Actual costs incurred shall be used to determine final shared cost amounts.
- c. Notwithstanding the repair and maintenance responsibilities set forth elsewhere herein, Fargo and the Park District shall split any and all costs of a future trail replacement equally.

5. 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, and snow and debris removal, as necessary, for the entire length of the path (including portion within VA property), EXCEPT as stated in paragraph 6 of this Agreement and 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 or VA 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 and providing all weed control within a 10-foot buffer area on each side of the proposed path and its connections (the "Buffer Area"), and all weed control within this area. All Fargo owned property outside this Buffer Area remains the responsibility of Fargo to mow and provide weed control. All VA owned property outside this Buffer Area remains the responsibility of VA 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.
- d. Park District is also authorized to close the shared use path via the VA property line gates upon the occurrence of a flood event that renders the portions of the shared use path located on the VA property as unsafe for use, and reopen them once the flood event has passed.

6. Veteran Affairs Hospital General Maintenance. The VA will maintain and cover any future maintenance cost of any items specifically for VA property. This includes: the solar lights, property signage, property fencing, and the four vehicle gates with two being placed within the VA property, and one gate each being placed near the north and south property line of the VA.

7. 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 of 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.

8. Term. The term of this Agreement will be 30 years. This Agreement will automatically renew for successive periods of 30 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.

9. 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 Agreement 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 Agreement, 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 Agreement.

10. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement 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  
6100 38<sup>th</sup> Street South  
Fargo, ND 58104

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 Agreement.

11. Time is of the Essence. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

12. Entire Agreement. This Agreement 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 Agreement 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.

13. 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.

14. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, 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 Agreement, or the right to enforce each and every term of this Agreement.

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

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

17. Governing Law. This Agreement 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.

18. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, 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 Agreement.

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

20. Headings. Headings in this Agreement 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 \_\_\_\_\_, 2025

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

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

ATTEST:

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



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Park District of the City of Fargo

By: \_\_\_\_\_  
Susan Faus, Executive Director

ATTEST:

\_\_\_\_\_  
Vicki Dawson, President of the Board of Park Commissioner's

## **EXHIBIT A**

**PERMANENT EASEMENT**  
(Bike Trail)

**KNOW ALL MEN BY THESE PRESENTS** that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a bike trail/shared use path and associated improvements, together with the customary appurtenances, said tracts being more particularly described as follows:

**Parcel 1 (Permanent Easement):**

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 25.00 feet to the true point of beginning; thence South 01°58'57" East for a distance of 40.22 feet; thence North 43°06'07" East for a distance of 15.80 feet to a point of non-tangential curve, concave to the southwest, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 7.34 feet, through a central angle of 21°01'07", chord bearing South 47°07'29" East, to a point of tangential curve to the left, having a radius of 50.00 feet; thence southeasterly, along said curve, for a distance of 58.95 feet, through a central angle of 67°32'53"; thence North 75°50'12" East for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence

easterly, along said curve, for a distance of 52.61 feet, through a central angle of 46°22'24", to a point of tangential curve to the left, having a radius of 95.00 feet; thence southeasterly, along said curve, for a distance of 63.26 feet, through a central angle of 38°09'15"; thence North 84°03'21" East for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 16.38 feet, through a central angle of 46°55'56" to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office; thence North 87°23'44" East, along the northerly line of said Ridgewood Addition, for a distance of 34.07 feet to a point of non-tangential curve, concave to the southwest, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 66.76 feet, through a central angle of 76°29'58", chord bearing North 57°41'40" West; thence South 84°03'21" West for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence northwesterly, along said curve, for a distance of 43.28 feet, through a central angle of 38°09'15", to a point of tangential curve to the left, having a radius of 95.00 feet; thence northwesterly, westerly and southwesterly, along said curve, for a distance of 76.89 feet, through a central angle of 46°22'24"; thence South 75°50'12" West for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southwesterly, westerly and northwesterly, along said curve, for a distance of 23.58 feet, through a central angle of 67°32'53", to a point of tangential curve to the left, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 27.75 feet, through a central angle of 31°48'15", to a point of intersection with the northerly line of said tract; thence South 87°17'16" West, along the northerly line of said tract, for a distance of 19.89 feet to the true point of beginning.

Said tract contains 11,694 square feet, more or less.

AND

Parcel 2 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 30.00 feet wide, centered on the following described line:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 435.10 feet to the true point of beginning of the line to be described; thence South 03°02'49" East for a distance of 65.82 feet to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said tract on the north and to intersect the northerly line of said Ridgewood Addition on the south.

Said tract contains 1,975 square feet, more or less.

Said easement areas are pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tracts of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that it will not disturb, injure, molest or in any manner interfere with said bike trail/shared use path and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said bike trail/shared use path, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said bike trail/shared use path and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**PARK DISTRICT OF THE CITY OF FARGO**

\_\_\_\_\_  
By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA            )  
                                                  )  
COUNTY OF CASS                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

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

**ATTEST:**

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

STATE OF NORTH DAKOTA   )  
                                          )  
COUNTY OF CASS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

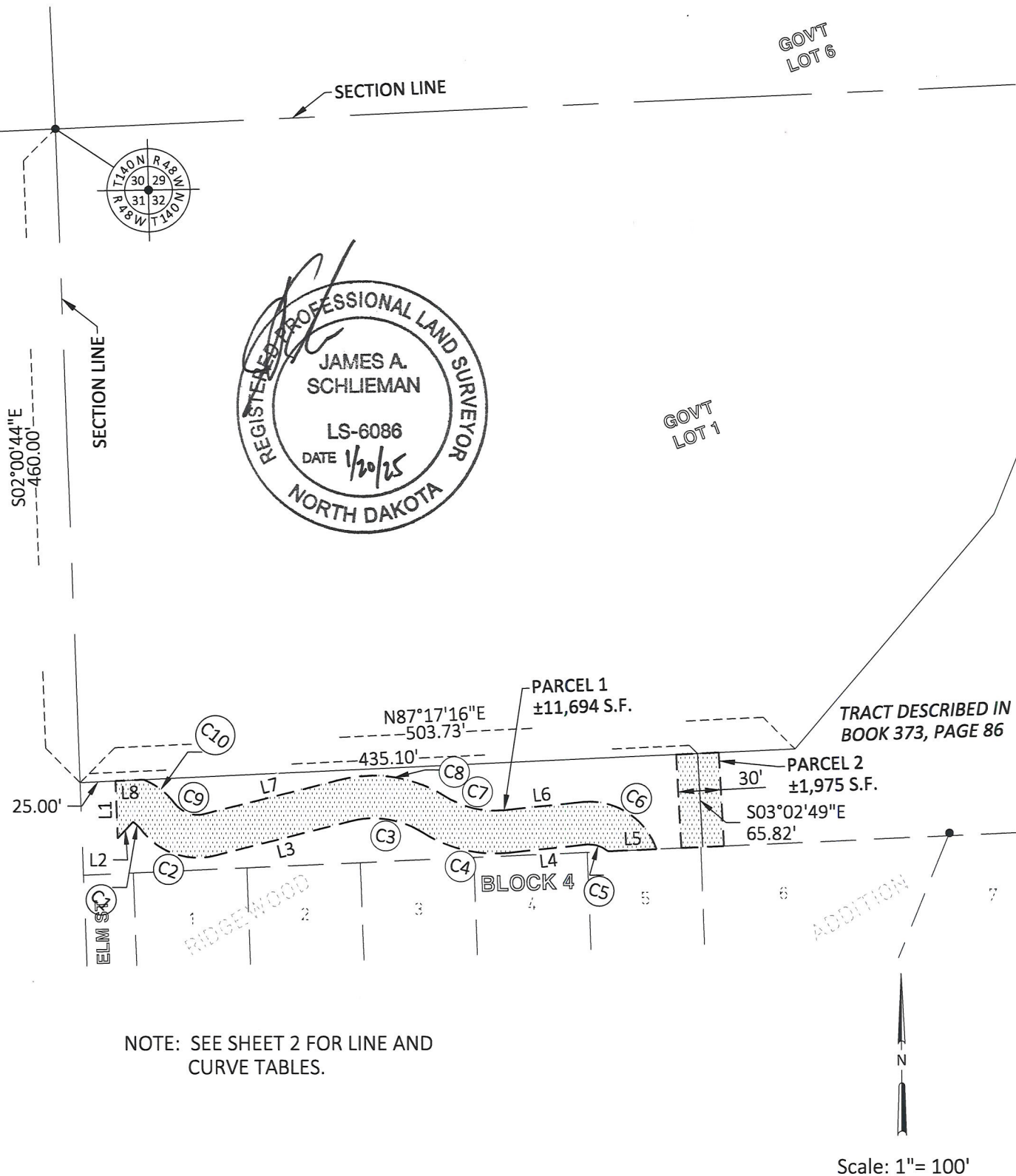
The legal description was prepared by:  
James A. Schlieman (LS-6086)  
Professional Land Surveyor  
Houston Engineering, Inc.  
1401 21<sup>st</sup> Ave N  
Fargo ND 58102  
(701) 237-5065

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N  
Fargo, ND 58102  
(701) 232-8957

**EXHIBIT A**



PART OF GOVERNMENT LOT 1, SECTION 32  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PERMANENT EASEMENT

S59°27'46"E  
105.00'

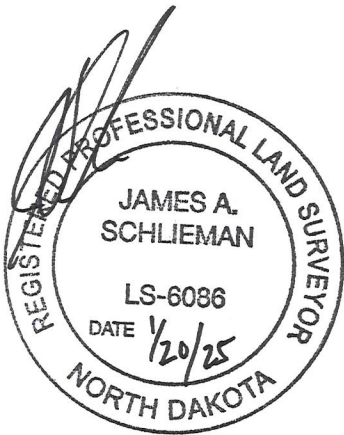
NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GROUND COORDINATE  
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PART OF GOVERNMENT LOT 1, SECTION 32  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Parcel Line Table			Curve Table					
Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	40.22	S01°58'57"E	C1	7.34	20.00	21°01'07"	S47°07'29"E	7.30
L2	15.80	N43°06'07"E	C2	58.95	50.00	67°32'53"	S70°23'21"E	55.59
L3	98.79	N75°50'12"E	C3	52.61	65.00	46°22'24"	S80°58'36"E	51.18
L4	55.04	N84°03'21"E	C4	63.26	95.00	38°09'15"	S76°52'01"E	62.10
L5	34.07	N87°23'44"E	C5	16.38	20.00	46°55'56"	S72°28'41"E	15.93
L6	55.04	S84°03'21"W	C6	66.76	50.00	76°29'58"	N57°41'40"W	61.91
L7	98.79	S75°50'12"W	C7	43.28	65.00	38°09'15"	N76°52'01"W	42.49
L8	19.89	S87°17'16"W	C8	76.89	95.00	46°22'24"	N80°58'36"W	74.81
			C9	23.58	20.00	67°32'53"	N70°23'21"W	22.24
			C10	27.75	50.00	31°48'15"	N52°31'03"W	27.40



EASEMENT EXHIBIT



PART OF GOVERNMENT LOT 1, SECTION 32  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Description - Parcel 1 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 25.00 feet to the true point of beginning; thence South 01°58'57" East for a distance of 40.22 feet; thence North 43°06'07" East for a distance of 15.80 feet to a point of non-tangential curve, concave to the southwest, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 7.34 feet, through a central angle of 21°01'07", chord bearing South 47°07'29" East, to a point of tangential curve to the left, having a radius of 50.00 feet; thence southeasterly, along said curve, for a distance of 58.95 feet, through a central angle of 67°32'53"; thence North 75°50'12" East for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence easterly, along said curve, for a distance of 52.61 feet, through a central angle of 46°22'24", to a point of tangential curve to the left, having a radius of 95.00 feet; thence southeasterly, along said curve, for a distance of 63.26 feet, through a central angle of 38°09'15"; thence North 84°03'21" East for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 16.38 feet, through a central angle of 46°55'56" to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office; thence North 87°23'44" East, along the northerly line of said Ridgewood Addition, for a distance of 34.07 feet to a point of non-tangential curve, concave to the southwest, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 66.76 feet, through a central angle of 76°29'58", chord bearing North 57°41'40" West; thence South 84°03'21" West for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence northwesterly, along said curve, for a distance of 43.28 feet, through a central angle of 38°09'15", to a point of tangential curve to the left, having a radius of 95.00 feet; thence northwesterly, westerly and southwesterly, along said curve, for a distance of 76.89 feet, through a central angle of 46°22'24"; thence South 75°50'12" West for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southwesterly, westerly and northwesterly, along said curve, for a distance of 23.58 feet, through a central angle of 67°32'53", to a point of tangential curve to the left, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 27.75 feet, through a central angle of 31°48'15", to a point of intersection with the northerly line of said tract; thence South 87°17'16" West, along the northerly line of said tract, for a distance of 19.89 feet to the true point of beginning.

Said tract contains 11,694 square feet, more or less.

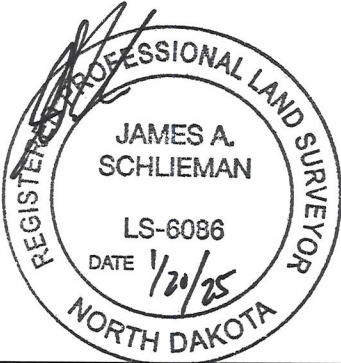
Description - Parcel 2 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 30.00 feet wide, centered on the following described line:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 435.10 feet to the true point of beginning of the line to be described; thence South 03°02'49" East for a distance of 65.82 feet to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said tract on the north and to intersect the northerly line of said Ridgewood Addition on the south.

Said tract contains 1,975 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO. 6059-0217	PART OF GOVERNMENT LOT 1, SECTION 32 T140N, R48W, CITY OF FARGO, CASS CO., ND	SHEET 3 OF 3
--------------------------	----------------------------------------------------------------------------------	-----------------

H:\JBN\6000\6059\6059\_0217 17th Ave S\CAD\Easements\6059-0217 Fargo Park District Easement Exhibit.dwg-SHEET 3-1/16/2025 11:48 AM-(dbuchholtz)

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				

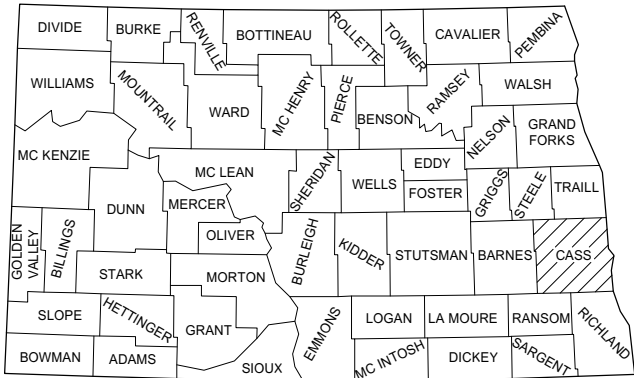
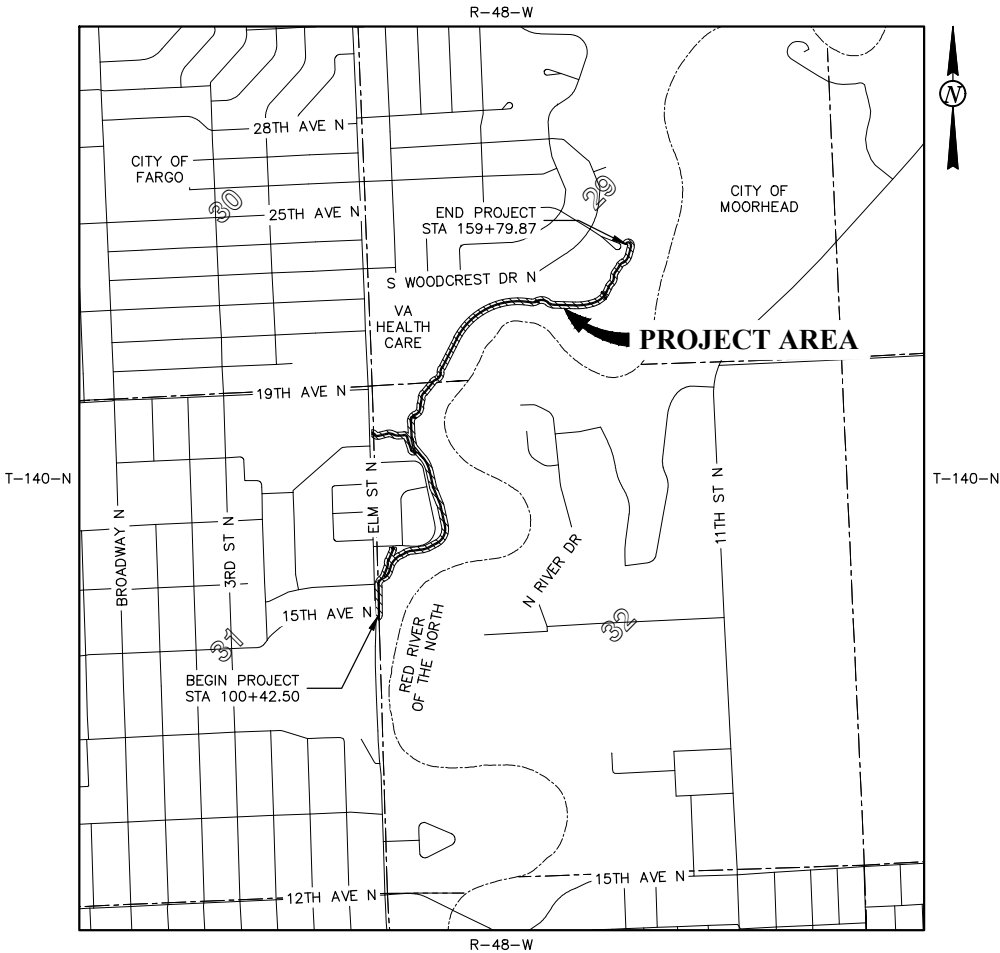
NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

TMA-CRP-8-984(182)  
SN-25-B0  
CASS COUNTY  
15TH AVE N RED RIVER TRAIL  
ALONG THE RED RIVER FROM 15TH AVE N TO WOODCREST DR N  
GRADING AND CONCRETE SHARED USE PATH

	STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
	ND	TMA-CRP-8-984(182)	24298	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
TMA-CRP-8-984(182)	1.125	1.125



STATE COUNTY MAP



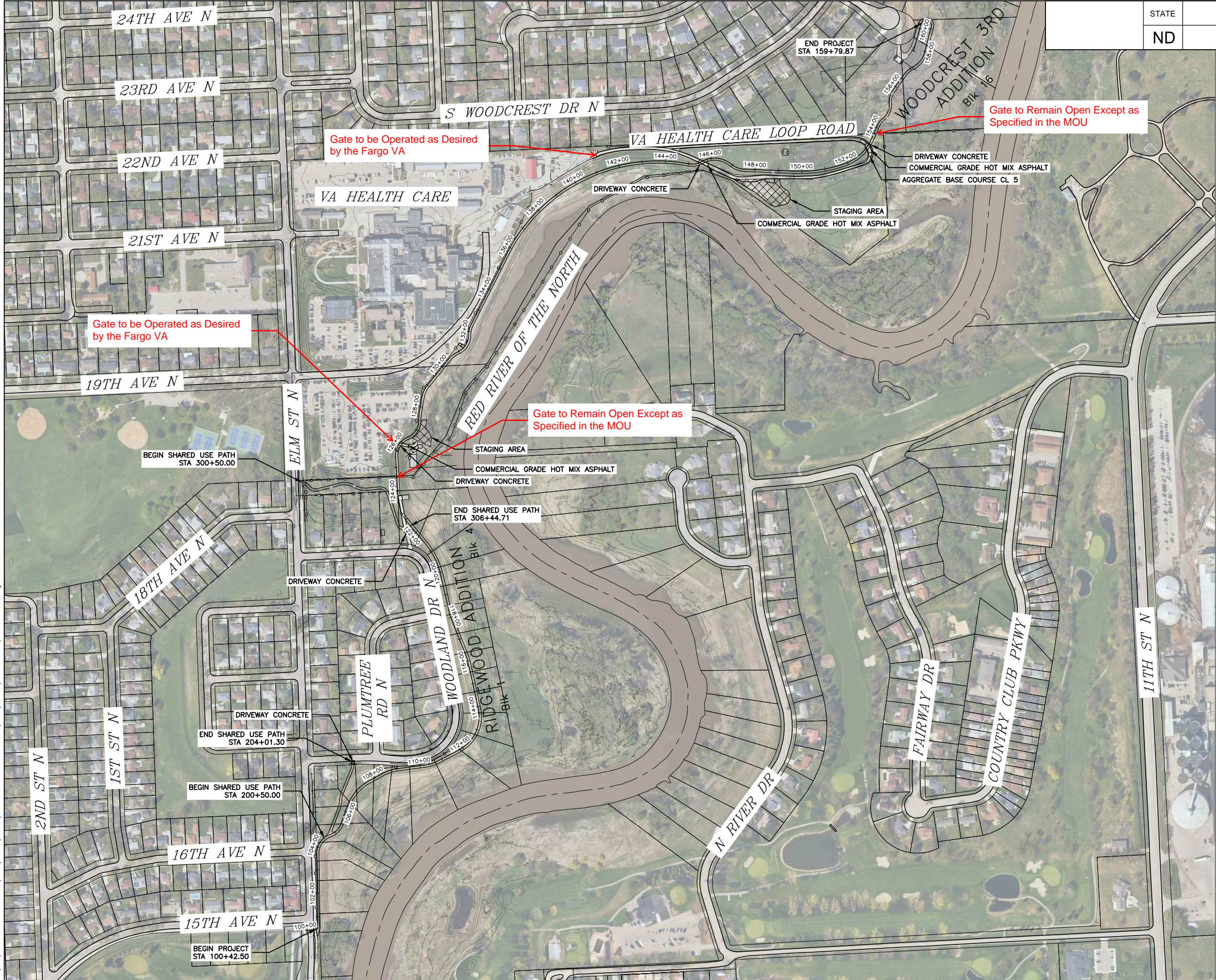
Proj. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

APPROVED DATE \_\_\_\_\_

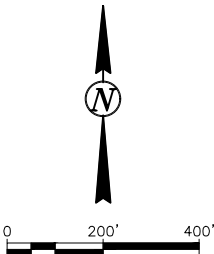
*Tom Kramkowski*  
FARGO  
CITY ENGINEER



05/16/25 04:18:30PM H:\JBN\6000\6059\6059\_0217 17th Ave S\CAD\Plans\004 - Scope Of Work.dwg



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	4	1



- LEGEND:
- 6" AGGREGATE BASE COURSE CL 5
  - 6" COMMERCIAL GRADE HOT MIX ASPHALT (ON 6" AGGREGATE BASE COURSE CL 5)
  - SIDEWALK CONCRETE 5IN (ON 2" AGGREGATE BASE COURSE CL 5)
  - 7" DRIVEWAY CONCRETE (ON 2" AGGREGATE BASE COURSE CL 5)
  - STAGING AREA



THE CITY OF  
**Fargo**  
FAR MORE



Proj. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

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

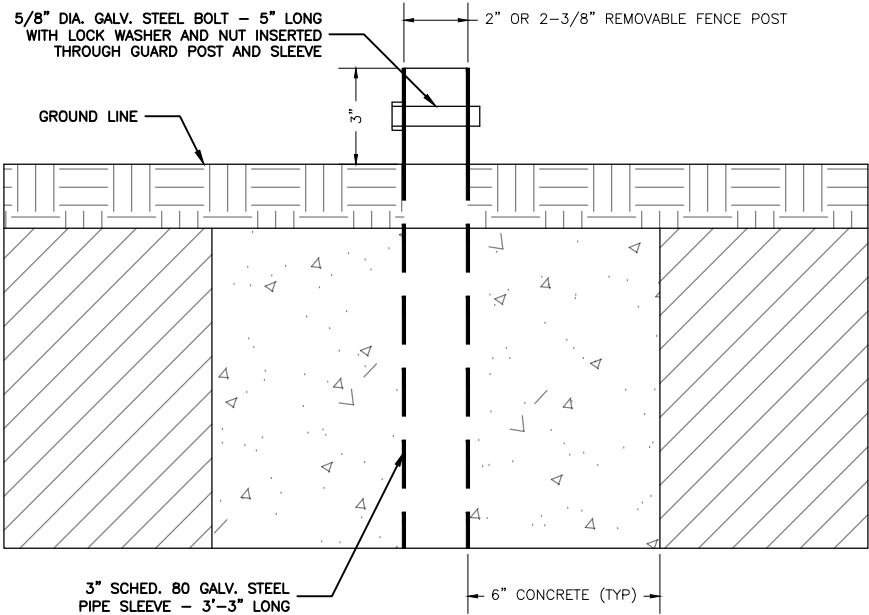
Scope of Work

Red River Trail

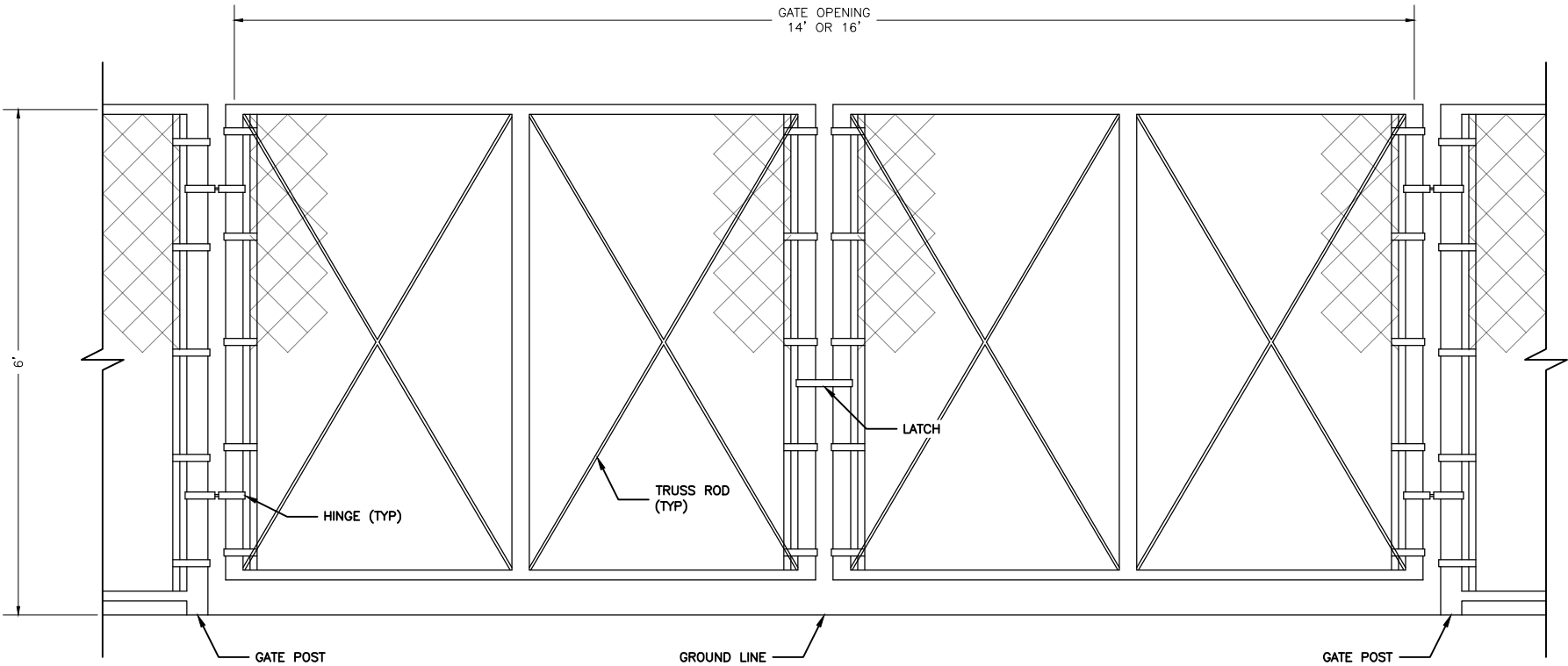


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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	TMA-CRP-8-984(182)	20	8



CONCRETE FOUNDATION AND SLEEVE FOR REMOVABLE FENCE POST  
NOT TO SCALE



VEHICLE GATE  
NOT TO SCALE



THE CITY OF  
**Fargo**  
FAR MORE

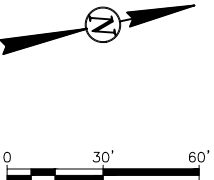
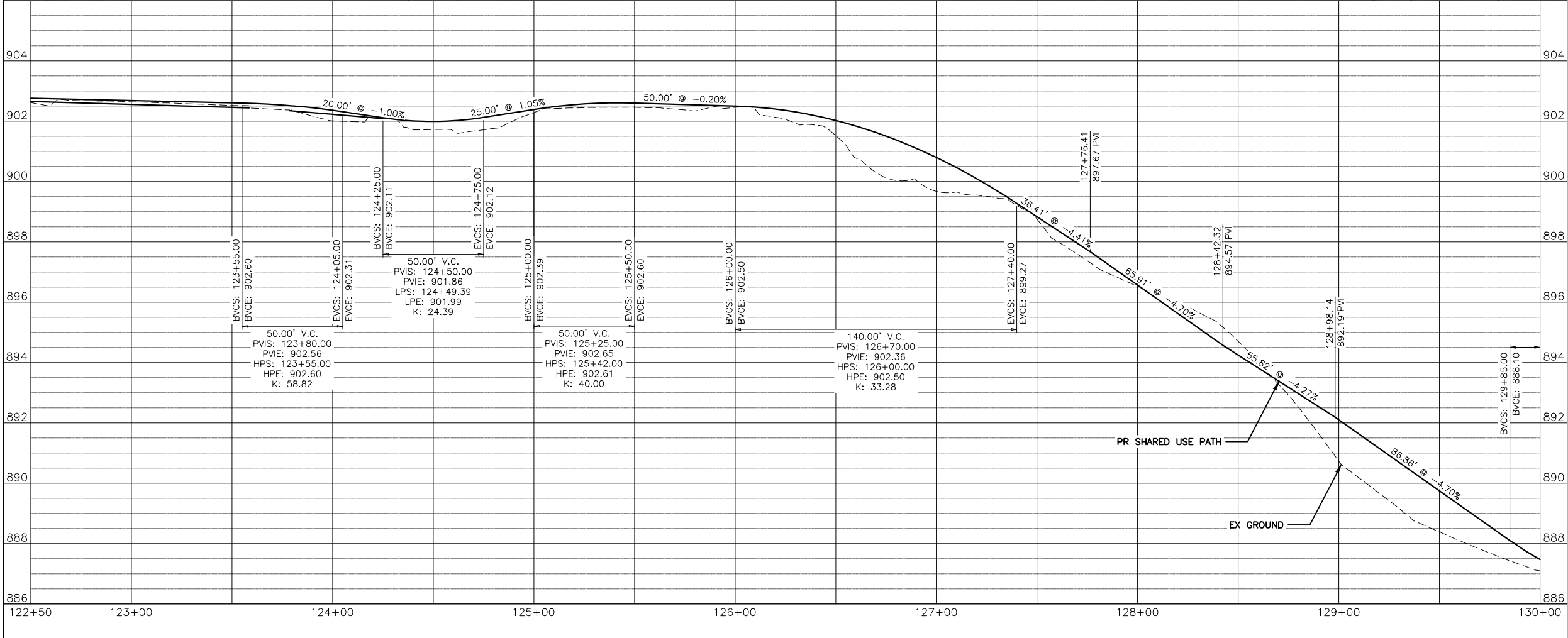
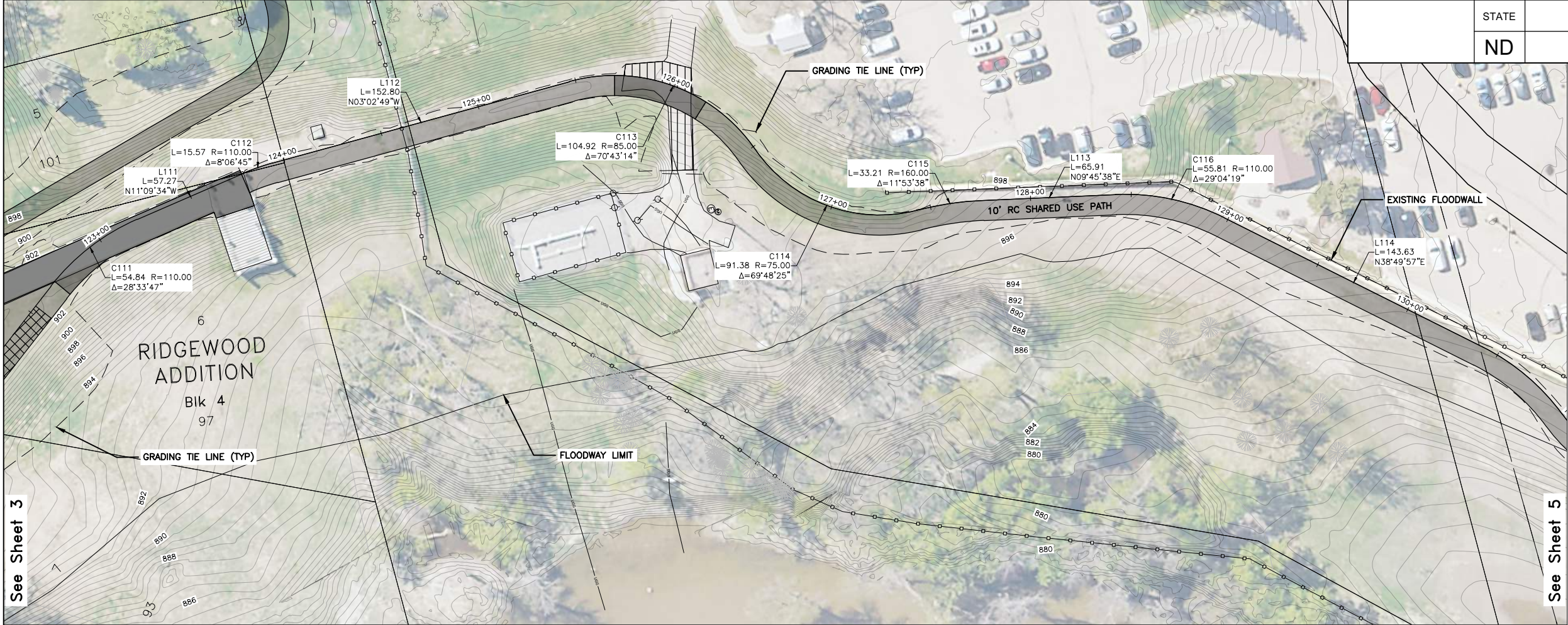


Proj. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

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

General Details

Red River Trail



- LEGEND:**
- 6" COMMERCIAL GRADE HOT MIX ASPHALT
  - SIDEWALK CONCRETE 5IN
  - 7" DRIVEWAY CONCRETE
  - LANDING: 1.5% PREFERRED SLOPE (2% MAXIMUM) ALL DIRECTIONS

**THE CITY OF**  
**Fargo**  
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**Houston**  
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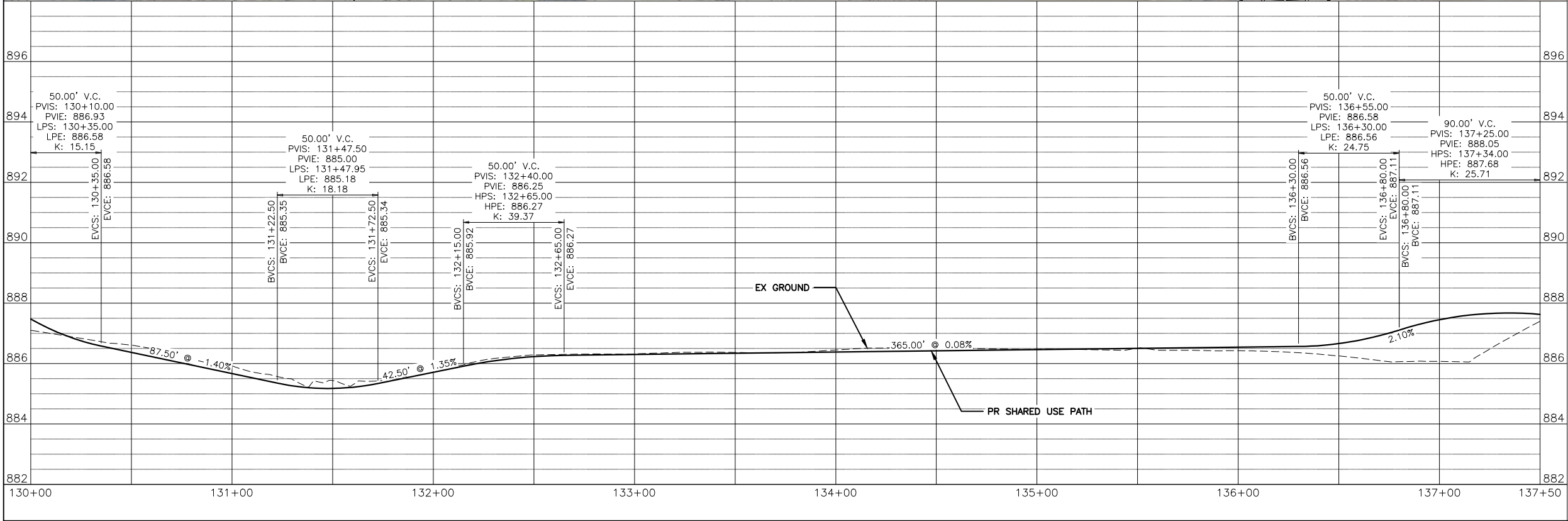
**Plan & Profile**

**Red River Trail**

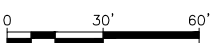
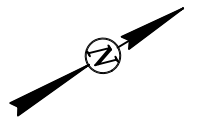
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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	TMA-CRP-8-984(182)	60	5



LEGEND:  
SIDEWALK CONCRETE 5IN



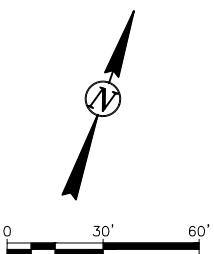
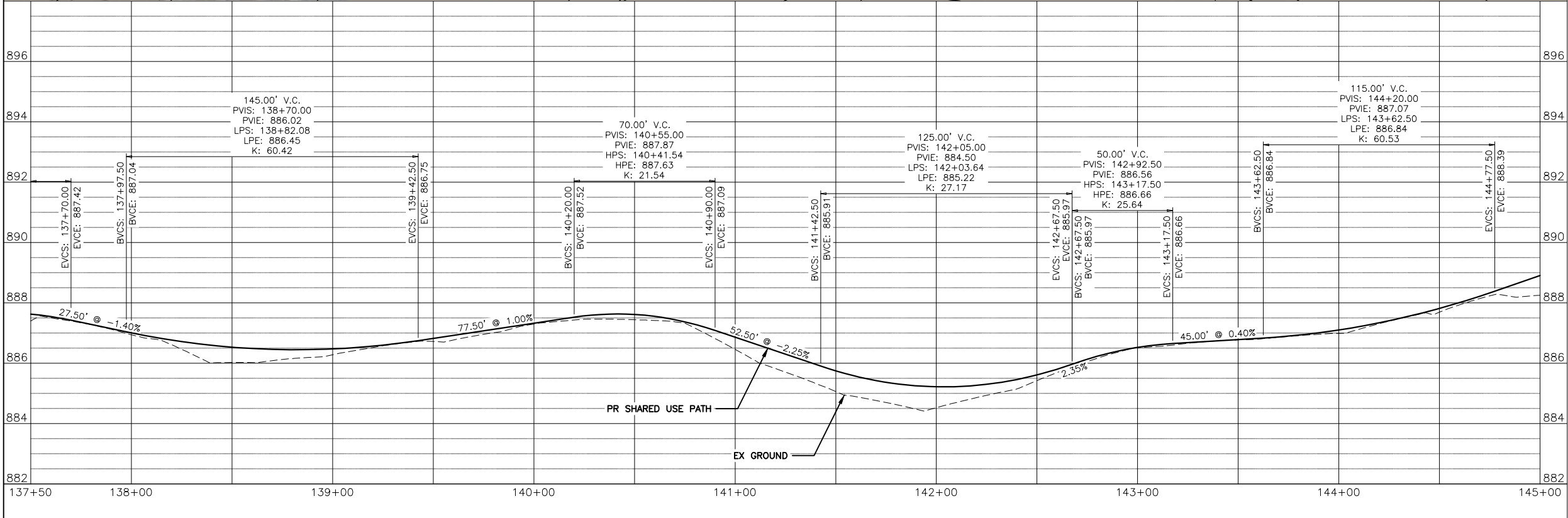
Proj. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

ALL ELEVATIONS ARE BASED ON  
THE U.S.G.S. VERTICAL DATUM OF 1988.  
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Plan & Profile

Red River Trail





LEGEND:  
SIDEWALK CONCRETE 5IN

Proj. No. 6059-0217  
**Houston**  
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Plan & Profile

Red River Trail

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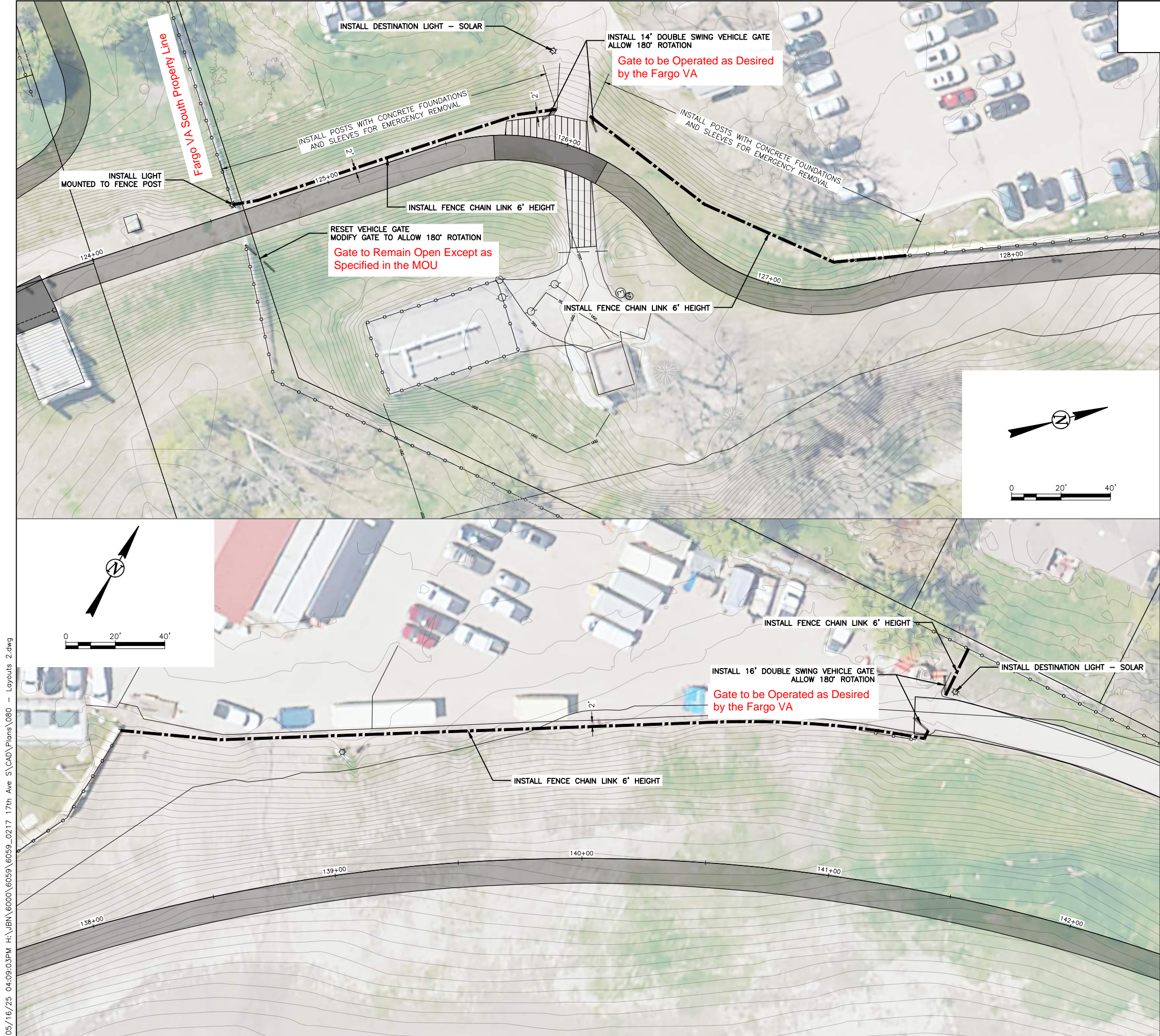












STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	80	3

SPEC	CODE	BID ITEM	QTY	UNIT
752	0600	FENCE CHAIN LINK		
		STA 124+60 TO STA 127+58	282	LF
		STA 138+29 TO STA 141+38	350	LF
		TOTAL	632	LF
752	2100	VEHICLE GATE		
		STA 125+92 TO STA 126+04	1	EA
		STA 141+29 TO STA 141+33	1	EA
		TOTAL	2	EA
752	2110	RESET VEHICLE GATE		
		STA 124+60	1	EA
770	0009	DESTINATION LIGHT - SOLAR		
		STA 125+88	1	EA
		STA 141+37	1	EA
		TOTAL	2	EA

- LEGEND:
- 6" COMMERCIAL GRADE HOT MIX ASPHALT
  - SIDEWALK CONCRETE 5IN
  - 7" DRIVEWAY CONCRETE
  - FENCE CHAIN LINK
  - DESTINATION LIGHT - SOLAR

THE CITY OF

Fargo

FAR MORE

Proj. No. 6059-0217

Houston

Engineering Inc.

Ph: 701.237.5065

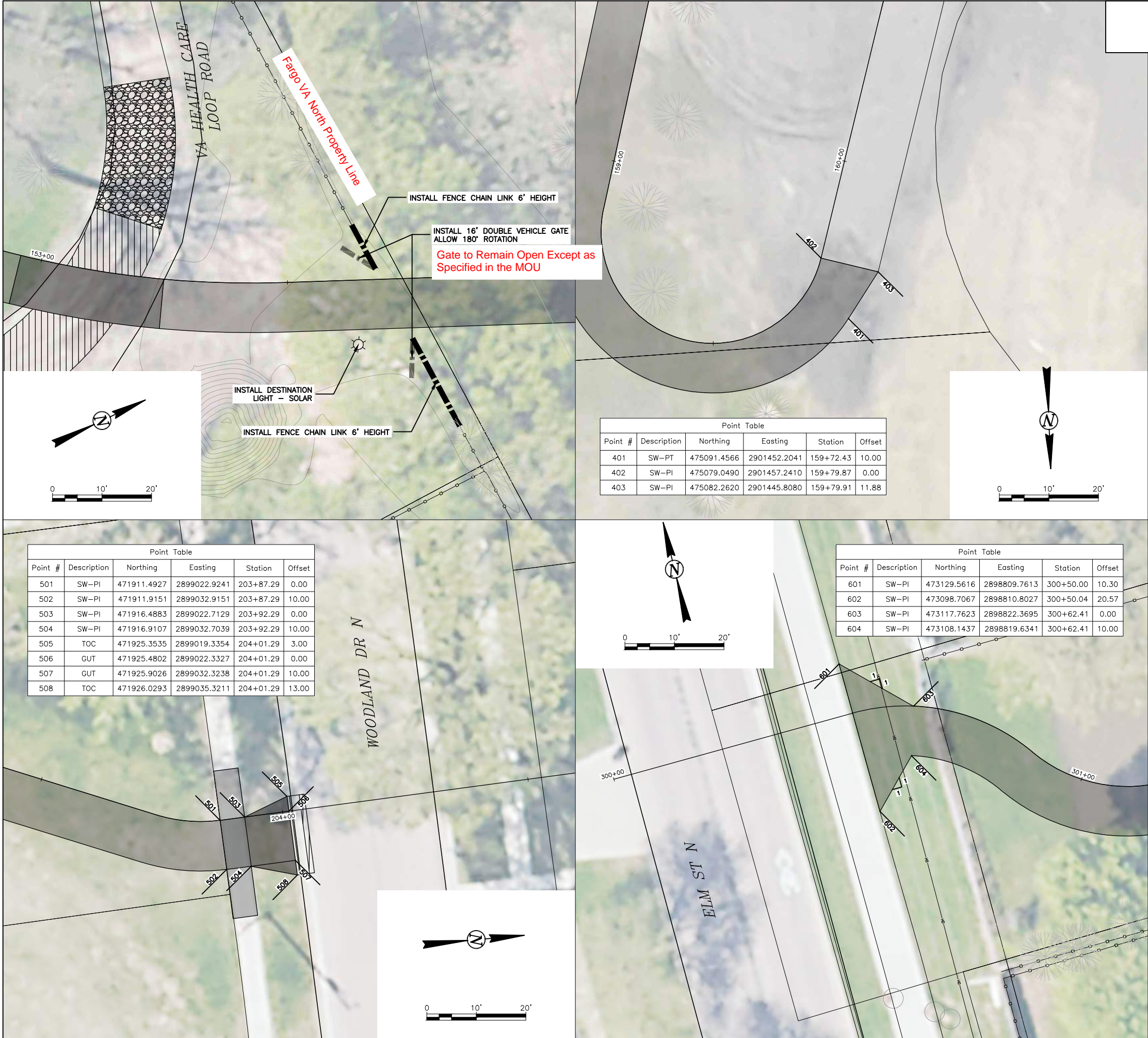
ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988. (UNLESS NOTED OTHERWISE)

Layouts

Red River Trail



05/16/25 04:11:59PM H:\JBN\6000\6059\6059\_0217 17th Ave S\CAD\Plans\080 - Layouts 1.dwg



	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	TMA-CRP-8-984(182)	80	2

SPEC	CODE	BID ITEM	QTY	UNIT
752	0600	FENCE CHAIN LINK STA 153+63 TO STA 153+84	30	LF
752	2100	VEHICLE GATE STA 153+68 TO STA 153+75	1	EA
770	0009	DESTINATION LIGHTING - SOLAR STA 153+64	1	EA

LEGEND:

- 6" AGGREGATE BASE COURSE CL 5
- 6" COMMERCIAL GRADE HOT MIX ASPHALT
- SIDEWALK CONCRETE 5IN
- 7" DRIVEWAY CONCRETE
- FENCE CHAIN LINK
- DESTINATION LIGHTING - SOLAR

Point Table					
Point #	Description	Northing	Easting	Station	Offset
501	SW-PI	471911.4927	2899022.9241	203+87.29	0.00
502	SW-PI	471911.9151	2899032.9151	203+87.29	10.00
503	SW-PI	471916.4883	2899022.7129	203+92.29	0.00
504	SW-PI	471916.9107	2899032.7039	203+92.29	10.00
505	TOC	471925.3535	2899019.3354	204+01.29	3.00
506	GUT	471925.4802	2899022.3327	204+01.29	0.00
507	GUT	471925.9026	2899032.3238	204+01.29	10.00
508	TOC	471926.0293	2899035.3211	204+01.29	13.00

Point Table					
Point #	Description	Northing	Easting	Station	Offset
401	SW-PT	475091.4566	2901452.2041	159+72.43	10.00
402	SW-PI	475079.0490	2901457.2410	159+79.87	0.00
403	SW-PI	475082.2620	2901445.8080	159+79.91	11.88

Point Table					
Point #	Description	Northing	Easting	Station	Offset
601	SW-PI	473129.5616	2898809.7613	300+50.00	10.30
602	SW-PI	473098.7067	2898810.8027	300+50.04	20.57
603	SW-PI	473117.7623	2898822.3695	300+62.41	0.00
604	SW-PI	473108.1437	2898819.6341	300+62.41	10.00



Proj. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

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(UNLESS NOTED OTHERWISE)

Layouts

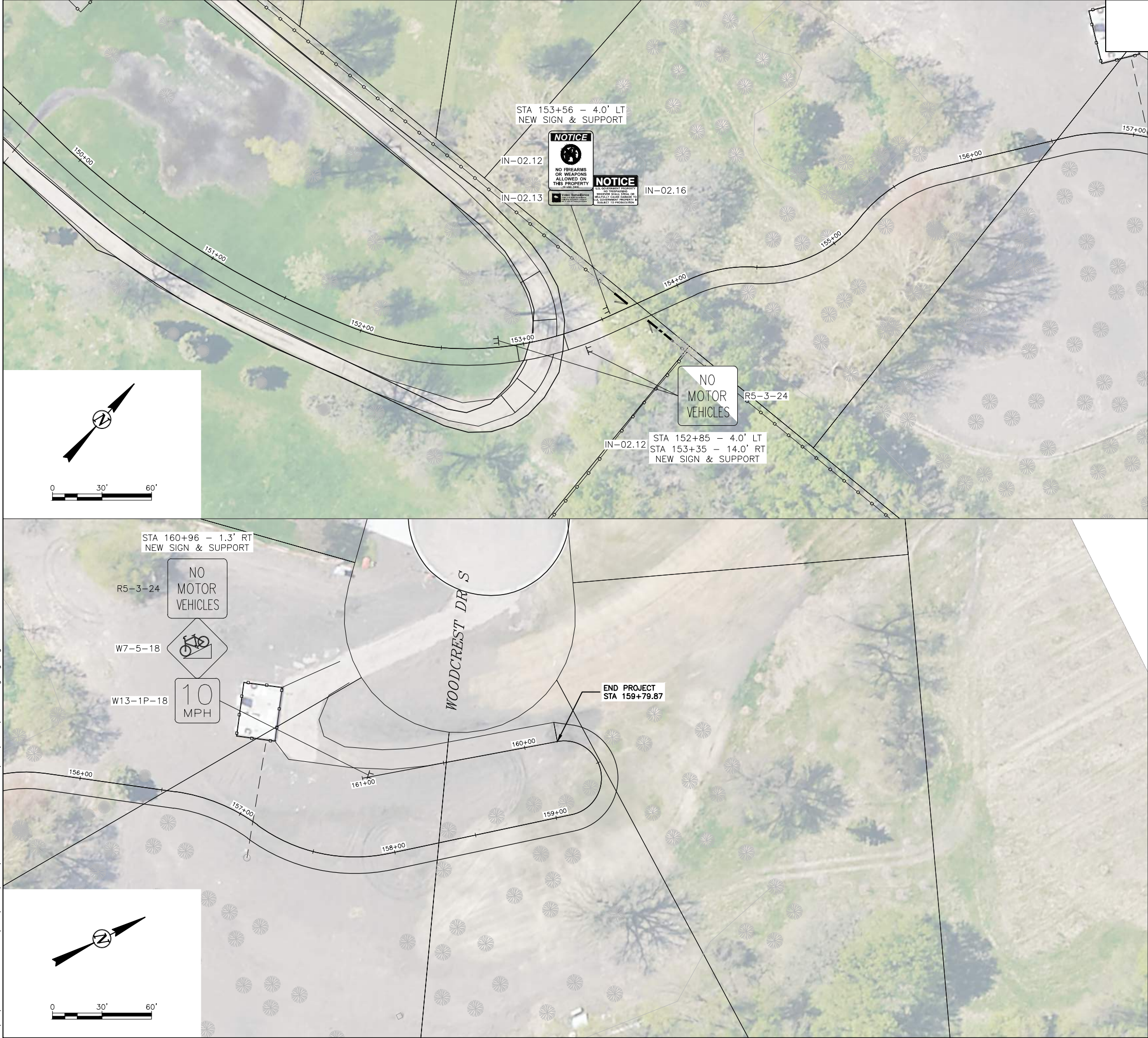
Red River Trail







STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	110	3



- NOTES:**
- 1. INSTALL SIGNS WITH A 4' MINIMUM AND 5' MAXIMUM VERTICAL CLEARANCE MEASURED FROM SHARED USE PATH FINISHED GRADE TO BOTTOM OF SIGN.
  - 2. FURNISH TYPE XI REFLECTIVE SHEETING FOR ALL SIGNING.
  - 3. FURNISH TELES PAR 12 GAUGE SQUARE PERFORATED TUBE FOR ALL POSTS AND ANCHORS.
  - 4. REFER TO SECTION 20 FOR SIGN INSTALLATION DETAILS.



THE CITY OF  
**Fargo**  
FAR MORE



Proj. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

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Signing

Red River Trail

05/22/25 03:39:55PM H:\JBN\6000\6059\0217 17th Ave S\CAD\Plans\110 - Signing.dwg

05/22/25 03:40:02PM H:\JBN\6000\6059\6059\_0217 17th Ave S\CAD\Plans\110 - Signing.dwg

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	TMA-CRP-8-984(182)	110	5

SIGN DETAIL

SIGN NUMBER	IN-02.12
WIDTH x HGHT.	1'-6" x 2'-0"
BORDER WIDTH	0"
CORNER RADIUS	1.5"
MOUNTING	Ground
BACKGROUND	TYPE: Reflective COLOR: White
LEGEND/BORDER	TYPE: Reflective COLOR: Black, Blue, Red, White

SYMBOL	ROT	X	Y	WID	HT

Dimensions are in inches.tenths  
Letter locations are panel edge to lower left corner

LETTER POSITIONS (X)															LENGTH	SERIES/SIZE
N	O	T	I	C	E										13.23	2.5
2.39	5.06	7.89	9.72	10.9	13.24											
N	O	F	I	R	E	A	R	M	S						12.33	1.25
2.84	4.04	6.26	7.31	7.81	9.07	10.11	11.5	12.75	14.15							
O	R	W	E	A	P	O	N	S							12.47	1.25
2.77	4.18	6.3	8.07	9.11	10.5	11.61	13.02	14.22								
A	L	L	O	W	E	D	O	N							12.14	1.25
2.93	4.32	5.39	6.4	7.69	9.46	10.62	12.67	14.08								
T	H	I	S	P	R	O	P	E	R	T	Y				14.34	1.25
1.83	2.99	4.24	4.67	6.69	7.85	9.06	10.47	11.64	12.8	13.97	15					
1	8	U	S	C											3.62	0.75
5.69	6.23	7.23	7.95	8.66												
9	3	O														
10.45	11.04	11.63													1.66	0.75

SIGN DETAIL

SIGN NUMBER	IN-02.13
WIDTH x HGHT.	1'-6" x 0'-6"
BORDER WIDTH	0"
CORNER RADIUS	0.75"
MOUNTING	Ground
BACKGROUND	TYPE: Reflective COLOR: White
LEGEND/BORDER	TYPE: Reflective COLOR: Black, Blue

SYMBOL	ROT	X	Y	WID	HT

Panel Style:  
Dimensions are in inches.tenths

LETTER POSITIONS (X)																														LENGTH	SERIES/SIZE	
V	i	d	e	o	S	u	r	v	e	i	l	l	a	n	c	e														11	0.88/0.63	
5.25	6.15	6.46	7.19	7.88	9.14	9.99	10.73	11.14	11.85	12.58	12.92	13.26	13.55	14.27	14.98	15.65																
a	r	e	i	n	u	s	e	o	n	t	h	e	s	e	p	r	e	m	i	s	e	s	.								10.05	0.5/0.36
5.25	5.66	5.91	6.58	6.77	7.44	7.83	8.23	8.9	9.35	10.01	10.28	10.68	11.06	11.46	12.13	12.56	12.81	13.22	13.84	14	14.4	14.78	15.2									
V	i	d	e	o	a	n	d	a	u	d	i	o	s	u	r	v	e	i	l	l	a	n	c	e	,					10.03	0.5/0.36	
5.25	5.77	5.94	6.36	6.75	7.46	7.87	8.28	8.97	9.38	9.79	10.23	10.41	11.11	11.53	11.96	12.19	12.59	13.01	13.2	13.4	13.57	13.98	14.39	14.77	15.17							
i	n	c	l	u	d	i	n	g	b	o	d	y	-	w	o	r	n	c	a	m	e	r	a	s	,							
5.25	5.44	5.85	6.26	6.45	6.86	7.31	7.5	7.91	8.59	9	9.43	9.83	10.25	10.45	11.02	11.46	11.74	12.4	12.79	13.19	13.79	14.21	14.46	14.84	15.25				10.1	0.5/0.36		

SIGN DETAIL

SIGN NUMBER	IN-02.16
WIDTH x HGHT.	1'-6" x 1'-0"
BORDER WIDTH	0"
CORNER RADIUS	0.5"
MOUNTING	Ground
BACKGROUND	TYPE: Reflective COLOR: White
LEGEND/BORDER	TYPE: Reflective COLOR: Black, Blue

SYMBOL	ROT	X	Y	WID	HT

Panel Style:  
Dimensions are in inches.tenths

LETTER POSITIONS (X)																														LENGTH	SERIES/SIZE		
N	O	T	I	C	E																									15.31	3		
1.34	4.24	7.41	10.17	11.24	14.37																												
U	.	S	.	G	O	V	E	R	N	M	E	N	T	P	R	O	P	E	R	T	Y												
0.99	1.75	2	2.74	3.38	4.19	4.96	5.74	6.44	7.19	7.95	8.82	9.52	10.22	11.32	12.02	12.74	13.59	14.29	14.99	15.69	16.31									16.02	0.75		
N	O	T	R	E	S	P	A	S	S	I	N	G																					
4.31	5.04	6.26	6.96	7.71	8.37	9.11	9.73	10.53	11.23	11.96	12.26	12.99																		9.38	0.75		
W	H	O	E	V	E	R	S	H	A	L	L	S	T	E	A	L	O	R															
1.39	2.46	3.18	4.03	4.65	5.42	6.12	7.3	8.04	8.72	9.55	10.19	11.22	11.9	12.6	13.22	14.06	15.09	15.93												15.21	0.75		
W	I	L	L	F	U	L	L	Y	C	A	U	S	E	D	A	M	A	G	E	T	O												
0.54	1.6	1.9	2.54	3.17	3.81	4.57	5.21	5.77	6.97	7.68	8.51	9.23	9.97	11.04	11.72	12.55	13.35	14.16	15	16.07	16.73									16.92	0.75		
U	.	S	.	G	O	V	E	R	N	M	E	N	T	P	R	O	P	E	R	T	Y	I	S										
0.31	1.06	1.32	2.05	2.7	3.51	4.28	5.05	5.75	6.51	7.26	8.14	8.84	9.54	10.64	11.34	12.06	12.91	13.61	14.3	15.01	15.62	16.82	17.08							17.38	0.75		
S	U	B	J	E	C	T	T	O	P	R	O	S	E	C	U	T	I	O	N														
1.63	2.36	3.12	3.82	4.46	5.13	5.86	6.96	7.62	8.85	9.55	10.27	11.08	11.82	12.49	13.27	13.98	14.67	14.93	15.78											14.75	0.75		

THE CITY OF

Fargo

FAR MORE

Proj. No. 6059-0217

Houston

Engineering Inc.

Ph: 701.237.5065

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

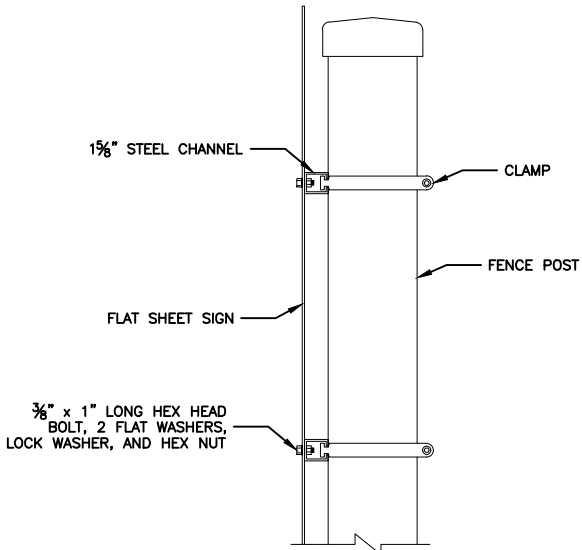
Sign Details

Red River Trail

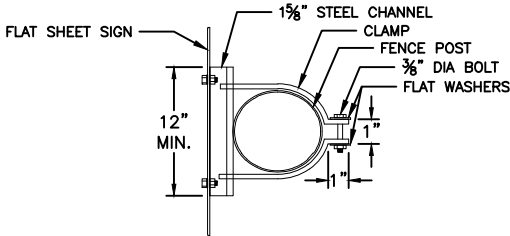


05/22/25 03:40:02PM H:\JBN\6000\6059\6059\_0217 17th Ave S\CAD\Plans\110 - Signing.dwg

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	ND	TMA-CRP-8-984(182)	110	6

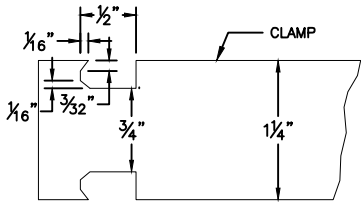


SIDE VIEW

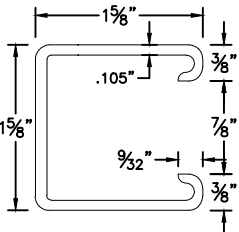


TOP VIEW

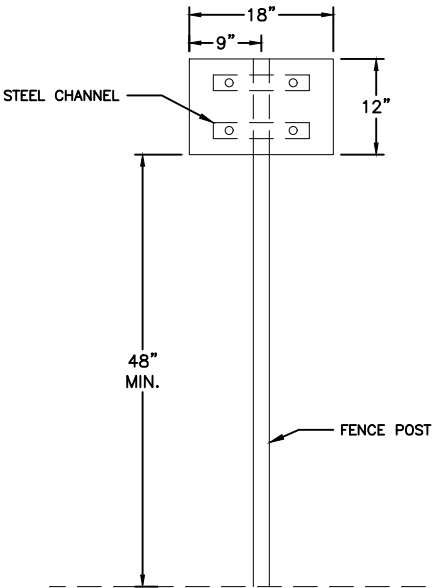
FLAT SHEET SIGN CLAMP MOUNTING DETAIL



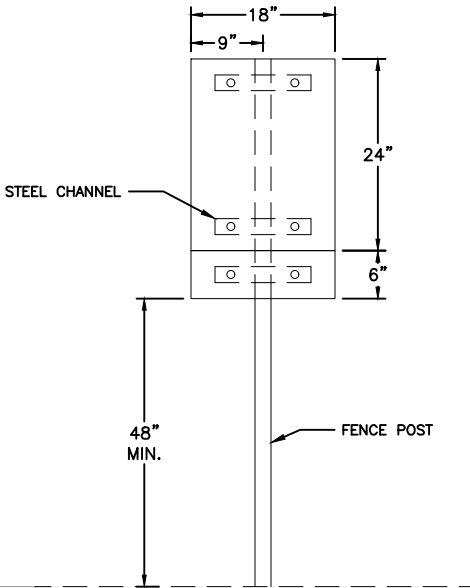
CLAMP DETAIL



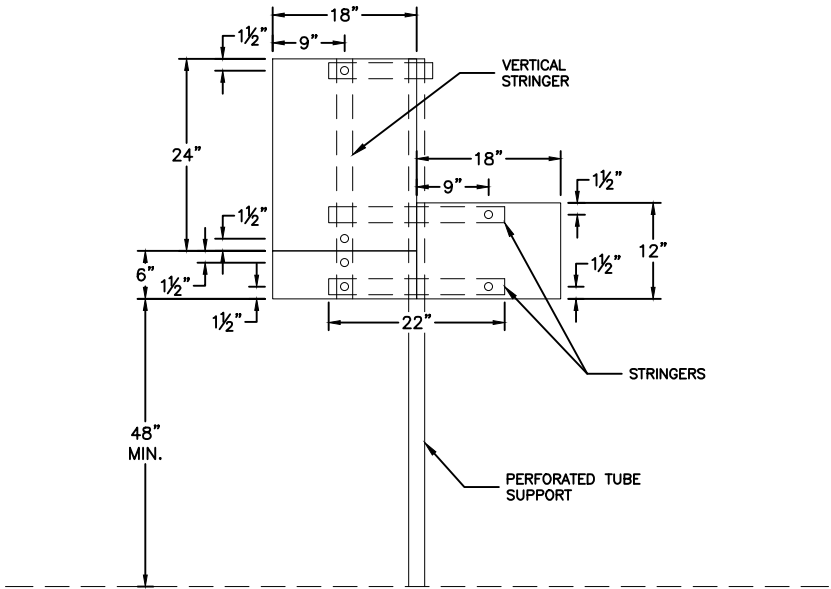
STEEL CHANNEL DETAIL



IN-02.16  
FENCE POST MOUNTING DETAIL



IN-02.12 & IN-02.13  
FENCE POST MOUNTING DETAIL



IN-02.12, IN-02.13, & IN-02.16  
PERFORATED TUBE MOUNTING DETAIL



Proj. No. 6059-0217  
Houston  
Engineering Inc.  
Ph: 701.237.5065

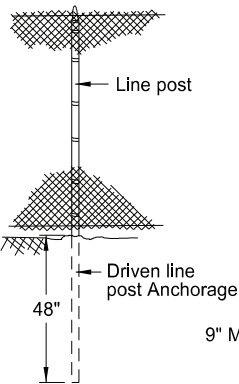
ALL ELEVATIONS ARE BASED ON  
THE U.S.G.S. VERTICAL DATUM OF 1988.  
(UNLESS NOTED OTHERWISE)

Sign Mounting Details

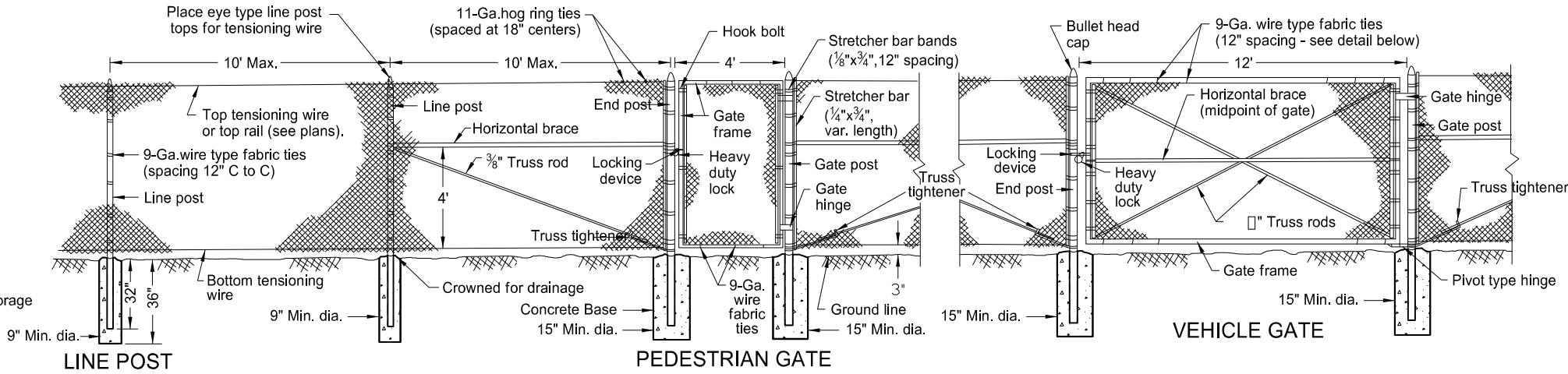
Red River Trail

CHAIN LINK FENCE

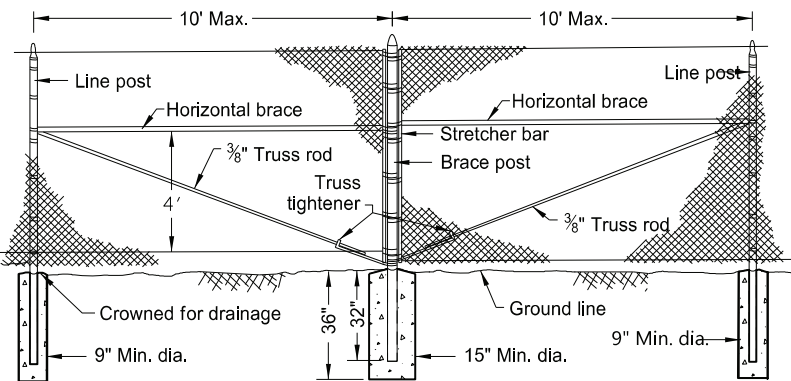
ALTERNATE  
LINE POST  
ANCHORAGE



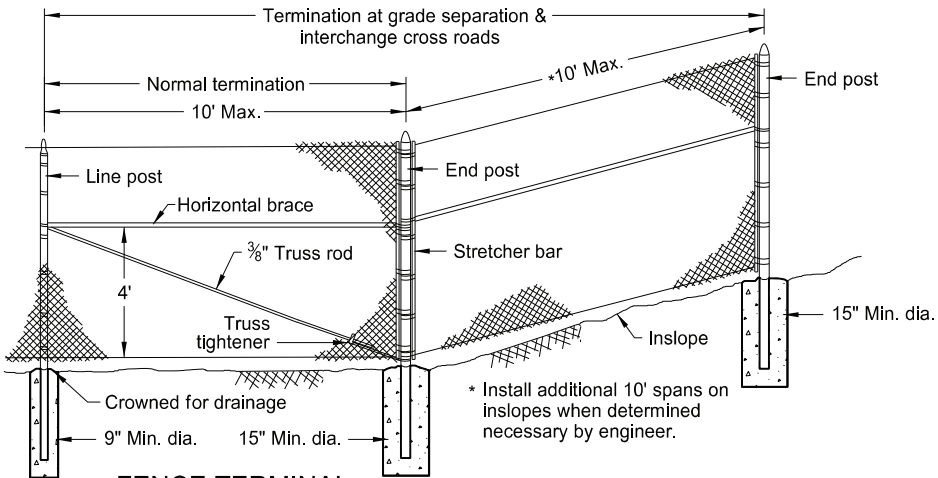
LINE POST



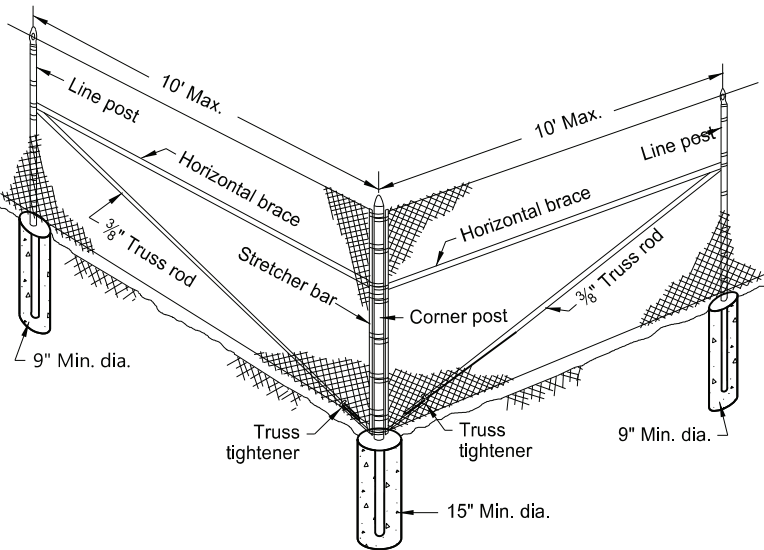
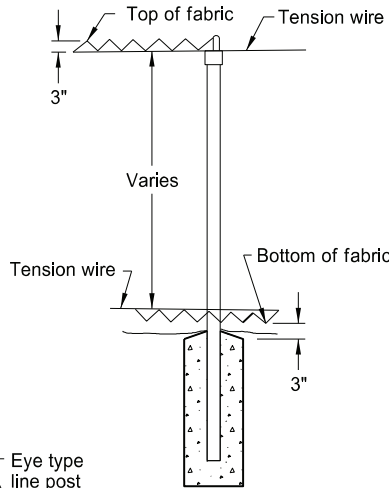
- NOTES:
1. Install double brace assemblies at locations shown on the plans or established by the Engineer. Place adjacent fence terminals, corner assemblies, or double brace assemblies at a maximum spacing of 1000 feet. No deduction in measured pay length of chain link fence for gates, corner assemblies, double brace assemblies, or fence terminals.
  2. Provide miscellaneous fittings of the type and size recommended by the manufacturer of the fence and approved by the Engineer.
  3. Use 6' High fabric unless otherwise shown on the plans.
  4. Use Class YE concrete for post bases in accordance with Sec. 802 of the Standard Specifications. Use size No. 4 or 5 course aggregate for concrete mix, but do not change during the work, except by Engineer's written permission.
  5. Use any of the types of posts shown in the table of equivalent post sizes and weights for the specified use.
  6. Do not connect private fences to highway right-of-way fence.
  7. Use a concrete anchorage for all end, corner, and brace posts, and for first line post(s) adjacent to terminal posts.



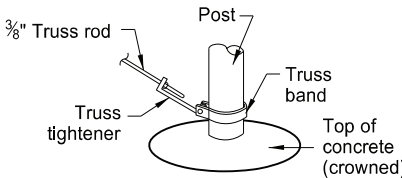
DOUBLE BRACE ASSEMBLY



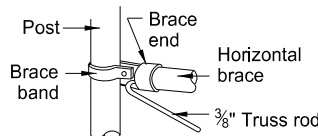
FENCE TERMINAL



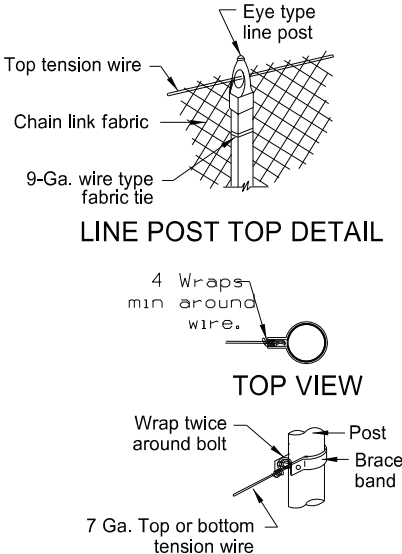
CORNER ASSEMBLY



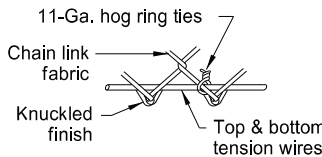
TRUSS ATTACHMENT  
AT TERMINAL POSTS



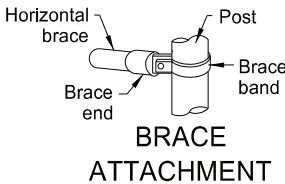
BRACE & TRUSS  
ATTACHMENT



LINE POST TOP DETAIL

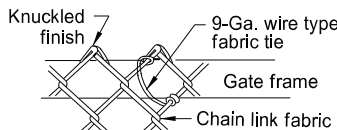


HOG RING  
FASTENER DETAIL



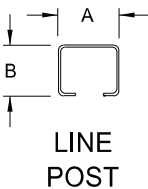
BRACE  
ATTACHMENT

TENSION WIRE  
ANCHORAGE

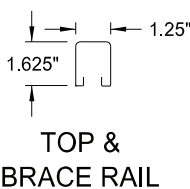


WIRE TYPE FABRIC  
TIE DETAIL

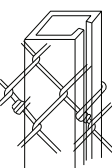
EQUIVALENT POST SIZES AND WEIGHTS										
USE OF POST	FABRIC HEIGHT	ROUND STEEL			ROLL FORMED			"H" COLUMN STEEL		
		Size	Weight - Lbs./Ft.		Size		Weight	Size		Weight
		Out. Dia.	Grade 1	Grade 2	A	B	Lbs./Ft.	A	B	Lbs./Ft.
LINE POST	6' or less	1.900"	2.72	2.28	1.875"	1.625"	2.40	2.25"	1.70"	3.26
	Over 6'	2.375"	3.65	3.12	2.25"	1.70"	2.78	2.25"	1.70"	3.26
END or CORNER	6' or less	2.375"	3.65	3.12	ROLL FORMED STEEL POSTS NOT PERMITTED			"H" COLUMN STEEL POSTS NOT PERMITTED		
	Over 6'	2.875"	5.79	4.64						
BRACE POST	6' or less	2.375"	3.65	3.12						
	Over 6'	2.875"	5.79	4.64						
GATE POST	6' or less	3.500"	7.58	5.71						
	Over 6'	4.000"	9.11	6.56						
EXTERIOR FRAME FOR GATE	Gate width 6' or less	1.660"	2.27	1.84						
	Gate width over 6'	1.900"	2.72	2.28						
HORIZONTAL BRACE	All	1.660"	2.27	1.84	1.625" x 1.25"		1.35			



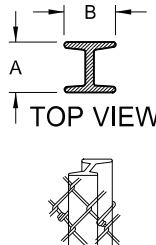
LINE POST



TOP & BRACE RAIL



ROLL FORMED POST



"H" COLUMN POST



STRETCHER BAR BAND

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
8-5-09	
REVISIONS	
DATE	CHANGE
9-28-10	Revised Equivalent Post Sizes and Weights, details, & notes.
10-17-17	Updated to active voice.
8-07-23	Update Design Engr PE Stamp.





## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Consent Agenda Item (e) – Approve the Governance Policies (GP 1-2-3-5-7), Commitments, Board Culture, Committee Structure, Commissioner Duties and Responsibilities, and Commissioner Code of Ethics/Conflict of Interest.

---

The Governance Committee reviewed and discussed Governance Policies 1,2,3,5 and 7. Commissioners have completed the monitoring forms for each policy. Noted recommendations defining Governance Committee Membership and Planning Committee Membership were included in the attached document titled: GP 5 - Committee Structure.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

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

Our Values: Be Authentic \* Be Bold \* Be Collaborative

## FARGO PARK DISTRICT – 2025-26

July 23, 2025

RE: GP-1, 2, 7 MONITORING DOCUMENT

FOCUS: Action

***Responding Board members:*** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

---

### **GP-1: Governance Commitment**

The Fargo Park District (FPD) Commissioners support the work of staff and the community's interests. They hold themselves accountable to those they serve by ensuring that all actions follow the Commissioners’ and organization’s Governance Policies and beliefs.

The Commissioners are committed to governing efficiently and will be guided in their decisions by following a set of Governance Policies supported by a Strategic Plan. The main components of the strategic plan include:

#### **Our Mission**

*Growing community through places, spaces, and experiences.*

#### **Our Vision**

The Fargo Park District strives to be a central driving force in creating an active and healthy community by:

- Providing safe spaces to nurture personal growth and enhance social connections.
- Building a collaborative workplace with dedicated, forward-thinking staff.
- Ensuring open, accountable, and transparent communication with the public.
- Protecting Park ecosystems and surrounding environments.
- Utilizing data-driven decision-making to improve services and maximize community impact.
- Advocating for diversity, equity, and inclusion in everything we do.

#### **Our Values**

- Be Authentic
- Be Bold
- Be Collaborative

## Our Strategic Priorities

### Strategic Priority I Organizational Excellence

Organizational Excellence serves as a guiding principle that prioritizes the establishment of robust policy governance, the crafting of long-term strategic plans, the enhancement of people and culture, and the continuous improvement of park offerings. It is a commitment to operationalize an aspirational and sustainable vision, using a data-driven approach to decision-making that ensures policies and practices align with the park system's goals and resonate with the community's needs. This priority area is about fostering a culture of excellence that permeates every level of the organization, ensuring that every decision, policy, and plan is a step towards a more efficient, effective, and engaging park system.

### Strategic Priority II Relationships

Partnerships with organizations add value for the region's citizens through combined efforts, mutual goals, and shared results. The Park District will develop and maintain relationships with collaborating partners that align with and support our mission and vision.

### Strategic Priority III Places and Spaces

“Places” and “spaces” are distinct concepts relating to human environments' physical and social dimensions. We define “spaces” as our facilities' and parks' physical dimensions and geographical locations. In contrast, “places” are the cultural, social, and emotional experiences and interactions within Fargo Park District spaces. Places are imbued with meaning, memories, and social significance.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

*Please explain your rating:*

#### **Vicki:**

From my view, over the past several months, Commissioners have made a positive transition to the Governance Model. While we misstep every so often, by possibly engaging too deeply in the day-to-day, it is with good intention and the need to get out of our old habits.

The Board has positively moved to the role we are elected to play. We oversee the District and provide input where we should.

Commissioners continue to listen to and respond to the community's needs and wants.

Commissioners are on board with the Strategic Plan, the upcoming Parks Master Plan, and the Capital Improvement Plan.

#### **Zoe:**

I believe the board has had active Governance meetings along with following the new structure.

Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:

No suggested changes.

## GP-2: Board Culture

1. The Commissioners will function as a single unit. Individual members will voice their opinions, but the group will make decisions by a formal vote. No commissioner officer, individual, or committee will be permitted to limit the Board's performance or prevent it from fulfilling its commitments.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

2. The Commissioners are accountable for their performance and dedicated to continuous improvement. They pledge to provide their members with the necessary training and professional support to govern effectively.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

3. To ensure that the Board's business meetings are conducted with maximum effectiveness and efficiency, members will:
  - Use Roberts Rule of Order as the basis for the format of all Board meetings.
    - Come to meetings adequately prepared.
    - Support the President of the Board in facilitating an orderly meeting.
    - Communicate openly and actively in conversation and dialog.
    - Encourage the balanced participation of all members.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

4. The Fargo Park Board meets regularly on the second or first Tuesday of each month, depending on the month, at 5:30 pm. The meeting agenda is available online and in The Fargo Forum before the meeting.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

(GP-2)

*Please explain your rating:*

**Vicki:**

1. Commissioners work together for the good of Fargo residents and the greater community. Commissioners engage with each other when there are concerns or questions. The Board is working together to move the Park District forward for the future.
2. A formal orientation program has been developed for incoming Commissioners. With the help of staff, the commissioners are kept up to date with what is happening in the District.
3. Speaking for myself, I come to each meeting prepared having read the materials for the items at hand. Roberts Rules are followed. As the President, I ask for input from the rest of the Board when discussing a possible action item.
4. This is completed each month with the President presiding over the meeting and the VP presiding if the President is absent.

**Zoe:**

We continue to meet at our scheduled time, use Roberts Rule of order and vote together.

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

No suggested changes.

**GP-7: Commissioner Code of Ethics/Conflict of Interest**

The Commissioner's Code of Ethics/ Conflict of Interest for each year includes:

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

1. Integrity – I will demonstrate the highest standards of individual conduct, personal accountability, trustworthiness, fair dealings, consideration of the rights of others, and the highest principles of good business relationships.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

2. Excellence – I will strive to meet the highest performance, quality, service, and achievement standards.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

3. Honesty – I will communicate directly, respectfully, honestly, and openly and avoid misrepresentation through omission.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

4. Diversity – I will support and value diversity, promoting an environment that embraces all people's similarities and differences in the organization.



Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

5. Respect – I will respect and act fairly toward all those I encounter and refuse to engage in or tolerate any form of discrimination or harassment.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

6. Responsibility – I will take responsibility for my actions and decisions and remain a careful steward of funds and resources.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

7. Compliance – I will comply with the FPD Commissioners' Code of Ethics and all laws and regulations affecting FPD Commissioners.

(GP-7)

*Please explain your rating:*

**Vicki:**

I do my best to uphold each of the above. I take my role as Commissioner seriously and understand the impact we have on the District and the community.

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

No suggested changes.

# FARGO PARK DISTRICT – 2025-26

August 13, 2025

RE: GP-3 MONITORING DOCUMENT

FOCUS: Action

**Responding Board members:** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

## GP-3: Commissioner Duties and Responsibilities

A board of elected park commissioners governs the Fargo Park District. The five Commissioners are elected at large, meaning that every citizen has an opportunity to vote for each of them. Commissioners are elected for four-year terms with no term limits.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

1. To comply with all local, state and federal regulations in the Park District.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

2. To represent the Park District and constituents/stakeholders.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

3. To execute all duties and responsibilities of the elected office of Park Commissioner.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

4. To attend meetings, be prepared before meetings, and participate appropriately.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

5. To receive and execute all portfolio and committee responsibilities as assigned.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

6. To vote on all issues before the Board.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

7. To review financial information and understand and evaluate the information.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

8. To commit financial resources of the Park District at the direction of the Board.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

9. To adopt and monitor the execution by the administration of the operating budget and fiscal policies.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

10. To ensure the fulfillment of the organization's purpose/intent, approve a strategic plan that includes a Mission, Vision, and Core Values statements and uses them to form policy, goals, and planning strategies.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

11. To hire and supervise an Executive Director.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

12. To project a positive image in the community.

(GP-3)

*Please explain your rating:*

Vicki:

I believe the Board to be fulfilling the 12 items above.

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

**RECOMMENDATION:**

# FARGO PARK DISTRICT – 2024-25

August 13, 2025

RE: GP 5 MONITORING DOCUMENT

FOCUS: Action

**Responding Board members:** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

A committee is a Board committee only if it comes from the Board’s organizational structure and its work is intended to support the Board’s work. The only Board committees are those listed in this policy. All Board members are welcome to attend committee meetings as audience members. The committee chair and Executive Director will create committee agendas. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees.

All committee meetings are public meetings subject to North Dakota open meeting statutes regarding public notice and written records.

## Committee Guiding Principles

When used, Board committees will support the Board’s work and never interfere with delegating authority from the Board to the Executive Director.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Board committees are to assist the Board in doing its job, not direct the staff.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Committee meetings are designed as working sessions and are less formal than regular Board meetings. However, the chairperson or any other committee member may institute Robert’s Rules of Order during a meeting if they feel it is appropriate.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Committees ordinarily assist the Board by preparing policy alternatives and implications for consideration.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Board committees will not directly deal with staff operations unless specifically authorized by the Board.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Board committees may not speak or act for the Board except when formally given such authority. The Board will carefully state expectations and authority to ensure that committee authority will not conflict with authority delegated to the Executive Director.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Board committees may not exercise authority over the Executive Director or staff. Because the Executive Director works for the entire Board, any direction to the Executive Director related to a committee recommendation must come from the Board as a whole.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- This policy applies only to committee formed by Board action, whether the committees include Board members. It does not apply to committees formed under the authority of the Executive Director.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

- Standing Board Committees will serve for one year. The board evaluates the committees annually and may reinstate, modify, or discontinue them by consensus. Membership expires at the time of reorganization. Standing committees appointed mid-year will serve until the time of reorganization.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X			X

## Governance Committee

Purpose:

1. Assist Board President and Executive Director in planning upcoming agendas.
2. Review the Board's Annual Work Calendar.
3. Coordinate and conduct new member orientation.
4. Review when directed by the Board's President and recommend updates to existing Board Governance policies for consideration and action by the Board.
5. Review and recommend updates to existing Board Ordinances for consideration and action by the Board.
6. Monitor federal, state, and city legislation and executive actions about Park District interests, keeping the Board informed regarding such issues.
7. Compile the annual review of the Executive Directors' performance and prepare a recommendation for Board consideration.
8. If there is an opening in the Executive Directors position, the Governance Committee will organize a search process and the subsequent steps necessary to hire a new Executive Director.
9. Work on the other projects or issues as assigned by the action of the Board.



**Membership:** President and at least one other Board Member.

**Staff Support:** Provided by the Executive Director and Administrative Team.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X			X

### Planning Committee

Purpose:

1. Work with the Administration to review and maintain a strategic plan for annual renewal.
2. Work with the Administration to maintain a long-range financial plan
3. Work with the Administration to maintain a Capital Improvement Plan.
4. Work with Administration to review, create and recommend to the Board an annual budget.
5. Work with Administration to review and prepare finance and budget performance updates for the Board.

**Membership:** The Vice President and three Board Commissioners are appointed annually by the President and approved by the Board.

**Staff Support:** Provided by the Executive Director and Administrative Team.

Please explain your rating:

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

### **RECOMMENDATION:**

Vicki:

Governance Committee: **Membership:** President or Vice-President and at least one other Board Member.

Planning Committee: **Membership:** The President or Vice President and ~~three~~ at least one other Board Commissioners ~~are~~ is appointed annually by the President and approved by the Board.

QUESTION? Does the board need to formally approve the committees (as stated above)?

Aaron:

The Governance Committee Membership does not currently include the President. The Planning Committee Membership does not currently include in the Vice President.

For Governance, amend Membership to state, “President or Vice President and one other Board Member as appointed by the President”.

For Planning, amend Membership to state, “President or Vice President and two other Board Members as appointed by the President”.

Jerry:

Last year and this year, planning was chaired by the President and Governance was chaired by the Vice President.

## **GP 5 Committee Structure**

A committee is a Board committee only if it comes from the Board's organizational structure and its work is intended to support the Board's work. The only Board committees are those listed in this policy. All Board members are welcome to attend committee meetings as audience members. The committee chair and Executive Director will create committee agendas. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees.

All committee meetings are public meetings subject to North Dakota open meeting statutes regarding public notice and written records.

### **Committee Meeting Protocol**

- Committee meetings are open to the public; proper notification and operation must be followed under the North Dakota open meeting laws.
- Meeting minutes will be posted on the Park District website after the Board approves them.
- Committees are not empowered to make decisions for the Board; instead, they make recommendations for the entire Board's consideration.
- Meeting dates will follow the annual work plan or be scheduled as needed.

### **Committee Guiding Principles**

When used, Board committees will support the Board's work and never interfere with delegating authority from the Board to the Executive Director.

Accordingly:

- Board committees are to assist the Board in doing its job, not direct the staff.
- Committee meetings are designed as working sessions and are less formal than regular Board meetings. However, the chairperson or any other committee member may institute Robert's Rules of Order during a meeting if they feel it is appropriate.
- Committees ordinarily assist the Board by preparing policy alternatives and implications for consideration.
- Board committees will not directly deal with staff operations unless specifically authorized by the Board.
- Board committees may not speak or act for the Board except when formally given such authority. The Board will carefully state expectations and authority to ensure that committee authority will not conflict with authority delegated to the Executive Director.
- Board committees may not exercise authority over the Executive Director or staff. Because the Executive Director works for the entire Board, any direction to the Executive Director related to a committee recommendation must come from the Board as a whole.
- This policy applies only to committees formed by Board action, whether the committees include Board members. It does not apply to committees formed under the authority of the Executive Director.

- Standing Board Committees will serve for one year. The board evaluates the committees annually and may reinstate, modify, or discontinue them by consensus. Membership expires at the time of reorganization. Standing committees appointed mid-year will serve until the time of reorganization.

The following is a list and definition of current committees:

### **Governance Committee**

#### **Purpose:**

1. Assist the Board President and Executive Director in planning upcoming agendas.
2. Review the Board's Annual Work Calendar.
3. Coordinate and conduct new member orientation.
4. Review when directed by the Board's President and recommend updates to existing Board Governance policies for consideration and action by the Board.
5. Review and recommend updates to existing Board Ordinances for consideration and action by the Board.
6. Monitor federal, state, and city legislation and executive actions about Park District interests, keeping the Board informed regarding such issues.
7. Compile the annual review of the Executive Directors' performance and prepare a recommendation for Board consideration.
8. If there is an opening in the Executive Directors position, the Governance Committee will organize a search process and the subsequent steps necessary to hire a new Executive Director.
9. Work on other projects or issues as assigned by the action of the Board.

**Membership:** President or Vice President and at least one other Board Member as appointed by the President.

**Staff Support:** Provided by the Executive Director and Administrative Team.

### **Planning Committee**

#### **Purpose**

1. Work with the Administration to review and maintain a strategic plan for annual renewal.
2. Work with the Administration to maintain a long-range financial plan.
3. Work with the Administration to maintain a Capital Improvement Plan.
4. Work with administration to review, create, and recommend to the Board an annual budget.
5. Work with administration to review and prepare finance and budget performance updates for the Board.

**Membership:** President or Vice President and two other Board Members as appointed by the President.

**Staff Support:** Provided by the Executive Director and Administrative Team.

Each committee will determine the frequency of regular meetings based on its tasks and annual work plan and forward Board meeting agenda items to the Board President and Executive Director.

*\*\*The Board President may make additional assignments at the annual reorganization Board meeting, such as representing the Park District Foundation Board.*

<b>Monitoring Method:</b>	<b>Commissioner self-assessment</b>
<b>Monitoring Frequency:</b>	<b>Reviewed Annually</b>
<b>Adopted</b>	



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Consent Agenda Item (f) – Approval of the Commissioner/Executive Director Relationships (C/ED 1-2-4-5). Single Point of Contact, Single Unit Control, Authority of the Executive Director, and Executive Director Accountability.

---

The Governance Committee reviewed and discussed Commissioners and Executive Director Relationships 1,2,4 and 5. Commissioners have completed the monitoring forms for each policy.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

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

Our Values: Be Authentic \* Be Bold \* Be Collaborative

FARGO PARK DISTRICT – 2025-26

July 23, 2025

RE: C/ED-1 SINGLE POINT OF CONTACT

FOCUS: Action

**Responding Board members:** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

---

**C/ED – 1 -Single Point of Contact**

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

1. The Fargo Park District Board of Commissioners’ sole direction of the operational organization is through the Executive Director.

(C/ED-1)

*Please explain your rating:*

Zoe:

I continue to go through Susan with any questions/opinions I may have.

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

# FARGO PARK DISTRICT – 2025-26

July 23, 2025

RE: C/ED-2 SINGLE UNIT CONTROL

FOCUS: Action

**Responding Board members:** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

## C/ED – 2 -Single Unit Control

The Fargo Park District Board of Commissioners will direct the Executive Director only through official decisions of the Board.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

1. The Board will make decisions by formal, recorded vote to avoid ambiguity about whether direction has been given.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

2. The Executive Director is neither obliged nor expected to follow the directions or instructions of individual Board members, officers, or committee unless the Board has expressly delegated the exercise of authority.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

3. If the Executive Director determines that an information request from an individual Board member or a committee is unreasonable or requires a material amount of staff time, the Executive Director shall ask the committee or the member to refer such requests to the entire Board for authorization.



(C/ED-2)

*Please explain your rating:*

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

# FARGO PARK DISTRICT – 2025-26

August 27th, 2025

RE: C/ED-4 AUTHORITY OF THE EXECUTIVE DIRECTOR

FOCUS: Action

**Responding Board members:** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

## C/ED - 4: Authority of the Executive Director

The Fargo Park District Board of Commissioners will provide direction to the Executive Director through written Operational Expectations (OEs) and a Strategic Plan that defines the organizational results to be accomplished through a strategically focused set of priorities, goals, strategies, and progress monitoring indicators.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

1. The Executive Director shall follow a set of OEs and, when monitored by the Board, provide interpretations and evidence of compliance with those policies.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

2. The Executive Director is authorized to establish additional procedures, regulations, and Administrative Policies (APs), make decisions, establish practices, and develop activities to achieve the OEs and Strategic Plan.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

3. The Executive Director is not expected to seek Board approval for decisions falling within the area of delegated authority; however, they shall collaborate with the Board in making decisions that significantly impact the Fargo Park District.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

- The Board may change its OEs, shifting the boundary between the Board and the Executive Director's areas of responsibility. The Board will respect and support the Executive Director's reasonable interpretation of its policies.

(C/ED-4)

*Please explain your rating:*

Zoe: I believe we continue to follow these.

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*

# FARGO PARK DISTRICT – 2025-26

August 27, 2025

RE: C/ED-5 EXECUTIVE DIRECTOR ACCOUNTABILITY

FOCUS: Action

**Responding Board members:** Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad

DIRECTIONS: Board members will provide an individual assessment of compliance with the policy. If marked “Inadequate Compliance,” the responding Board member will provide a short explanation of why the response was assessed using the “Explain your rating” section. Suggestions for possible policy changes must be included in the section of each policy.

## C/ED - 5: Executive Director Accountability

The Fargo Park District Board of Commissioners shall align the Executive Director's performance review with the organization's Strategic Plan Results and OEs. In addition, the successful completion of a set of yearly professional goals and demonstration of a set of professional competence skill sets define the Executive Director's job responsibilities and are the primary basis for the Executive Director's performance evaluation. As its Annual Work Plan outlines, the Board will determine organizational performance based on its defined systematic monitoring process.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

1. All policies instructing the Executive Director (OEs and Strategic Plan Results) will be monitored according to a schedule and method determined by the Board and included in the Board's annual work plan. In addition, the Board may monitor any policy if a majority decides that conditions warrant monitoring at times other than those specified by the annual schedule.

Vicki:		Jerry:		Joe:		Zoe:		Aaron:	
Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance	Substantial Compliance	Inadequate Compliance
X		X		X		X		X	

2. In addition to the OEs and Strategic Plan Results, the Board will review and weigh in on reasonable progress made on a set of professional goals established each year by the Executive Director. The Board will monitor these goals according to a schedule and method determined by the Board and include them in the Board's Annual Work Plan.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

3. In addition to the OEs and Strategic Plan Results, the Board will weigh in on successfully demonstrating a set of professional competencies defined by the Board. These competencies will be monitored according to a schedule and method determined by the Board and included in the Board's Annual Work Plan.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

4. The Board will acquire monitoring data by the following methods:
  - a. By Internal Report, the Executive Director submits information that certifies and documents compliance with OEs or reasonable progress toward achieving strategic initiatives, professional goals, and professional competencies.
  - b. By Board Inspection, the whole Board, or a committee duly charged by the Board, formally assesses compliance or reasonable progress based upon specific criteria.

Vicki:	
Substantial Compliance	Inadequate Compliance
X	

Jerry:	
Substantial Compliance	Inadequate Compliance
X	

Joe:	
Substantial Compliance	Inadequate Compliance
X	

Zoe:	
Substantial Compliance	Inadequate Compliance
X	

Aaron:	
Substantial Compliance	Inadequate Compliance
X	

5. Annually, the Board will conduct a formal summative evaluation of the Executive Director. The summative evaluation will be based on data collected and decisions made by the Board during the year related to monitoring OEs and Strategic Plan Results, professional goals, and professional competencies. The Board will prepare a written evaluation document consisting of:
  - a. A summary of the data from monitoring the Board's OEs during the year.
  - b. Conclusions based upon the Executive Director's reasonable interpretation of the initiatives of the Strategic Plan and whether reasonable progress has been made toward its achievement.
  - c. Conclusions based upon the Board's assessment of whether reasonable progress has been made toward the Executive Director's demonstration of professional competencies.

(C/ED-5)

*Please explain your rating:*

Zoe: We are following policy as stated.

*Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change:*



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Consent Agenda Item (g) – Approval of the final draft of the Park Board Benefits

---

The Governance Committee members reviewed the final draft of the Park Board Member Benefits. The updated guidelines will take effect as of January 1<sup>st</sup>, 2026.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

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

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## Fargo Park Board Benefits

This updated guidelines will take effect January 1<sup>st</sup>, 2026. Fargo Park District encourages the Park Board Members to participate in FPD programs, events and use of facilities.

	Off Board before 2025		
Benefits	Commissioner	Spouse	Children
			No individual benefits
<b>Golf</b>	Household-lifetime		
Cart Rental-Self	Yes	Yes	
Range Balls-Self	Yes	Yes	
Green Fees-Guest	Up to 3 guests	No	
Cart Rental-Guest	Up to 3 guests	No	
Range Balls-Guest	Up to 3 guests	No	
<b>Courts Plus</b>			
Membership	Household-lifetime		
Guest Passes	Same as member		
<b>Outdoor Pools</b>			
Admission to Pools	Household-lifetime		
Guest Admission	No Guest	No	
<b>FPSC</b>			
FPSC Punch Card	No	No	

	Currently on Board in 2025		
Benefits	Commissioner	Spouse	Children
			No individual benefits
<b>Golf</b>	Household-lifetime		
Cart Rental-Self	Yes	Yes	
Range Balls-Self	Yes	Yes	
Green Fees-Guest	Up to 3 guests	No	
Cart Rental-Guest	Up to 3 guests	No	
Range Balls-Guest	Up to 3 guests	No	
<b>Courts Plus</b>			
Membership	Household-lifetime		
Guest Passes	Same as member		
<b>Outdoor Pools</b>			
Admission to Pools	Household-lifetime		
Guest Admission	No Guest	No	
<b>FPSC</b>			
FPSC Punch Card	No	No	





	Newly Elected 2026 & beyond	
Benefits	Commissioner	Spouse & Children
		No individual benefits
<b>Golf</b>	Household While on Board, Solo Lifetime	
Cart Rental-Self	While on the Board	
Range Balls-Self	No	
Green Fees-Guest	While on the Board	
Cart Rental-Guest	While on the Board	
Range Balls-Guest	No	
<b>Courts Plus</b>		
Membership	Household-lifetime	
Guest Passes	Same as member	
<b>Outdoor Pools</b>		
Admission to Pools	Household-lifetime	
Guest Admission	No Guest	
<b>FPSC</b>		
FPSC Punch Card	No	



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Members

FROM: Cindy Girdner, VSS Transit Manager

RE: Consent Agenda Item (h) – Approval North Dakota Department of Transportation Authorizing Resolution for Valley Senior Services.

---

As the new Valley Senior Services Transit Manager, I will be required to sign and submit an annual transit funding application and other additional information to the ND Department of Transportation (NDDOT). For me to execute these duties I need an approved Authorizing Resolution naming me as a designated executor on file with NDDOT.

A copy of the Authorizing Resolution is included with this memo for your review. I welcome any questions you may have regarding this change of signing rights.

I kindly request that the Fargo Park Board Members approve this resolution.

Please feel free to reach out to me with any inquiries prior to the meeting.

Thank you.

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

Our Values: Be Authentic \* Be Bold \* Be Collaborative

## Authorizing Resolution

This resolution authorizes the filing of an application for a grant under 49 U.S.C. Section 5311, as amended by the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA), and other authorizing legislation to be enacted,

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support operating and capital assistance projects for non-urbanized area public transportation systems under Section 5311 of the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, the North Dakota Department of Transportation has been designated by the Governor to administer Section 5311; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provisions for the local share of project costs;

THEREFORE, BE IT RESOLVED on behalf of the Valley Senior Services that Cindy Girdner is authorized to execute and file an application with the North Dakota Department of Transportation to aid the financing of operating and capital assistance for projects pursuant to Section 5311 of the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA);

That Cindy Girdner, is authorized to furnish such additional information as the North Dakota Department of Transportation may require in connection with the application of the project.

The undersigned duly qualified and acting President of Fargo Park Board certifies that the foregoing is a true and correct statement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Officer)

President  
(Title of Officer)



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations & Tyler Kirchner, Project Manager

RE: Consent Agenda Item (i) – Approval the Selkirk 4<sup>th</sup> Developers Agreement

Fargo Park District staff have been collaborating with the developers of Selkirk Place 4<sup>th</sup> Addition on a 67-acre parcel located at 71st Avenue South and 32<sup>nd</sup> Street South. As part of the project, the developer wishes to include a park featuring a recreation trail, open prairie green space, a picnic shelter, park benches, and a playground. A total of 5.69 acres has been designated for this park.

Presented along with this memo is a copy of the Developer's Agreement. The agreement has been reviewed by legal counsel and changes suggested by legal counsel have been incorporated in the agreement. The agreement provides for the park to be developed through a special assessment district that would be created by the Fargo Park District over the approximately 67 acres. The total cost of the park to be assessed is estimated at \$885,708.18. A proposed design is shown on Exhibit B of the agreement.

At this time, preliminary plans are to start the construction of the park in Summer of 2027 or 2028.

This item was considered at the August 20<sup>th</sup> Planning Committee Meeting with a recommendation to be placed on the consent agenda and consideration for approval.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

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

Our Values: Be Authentic \* Be Bold \* Be Collaborative

## **PARK DEVELOPMENT AGREEMENT**

### Selkirk Place 4<sup>th</sup> Addition

This Park Development Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Seisin Consulting, Inc (the “Developer”) whose post office address is 3280 Veterans Blvd S Ste 30, Fargo, ND (“Developer”), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (“Park District”).

#### Preliminary Statements

Developer is the owner of a ±67.79 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”.

Developer is in the process of planning a residential and recreational development on the Developer Property in which the Developer desires to include and dedicate one park a lot of approximately 5.69 acres on the Developer Property as generally shown in Exhibit “A”, (“North Park Area”). Developer’s focus is to create a community with its own character and to provide recreational development and recreational amenities for the support of the community and to promote ease of access in and around the community. The Developer intends to develop the North Park Area at execution of this agreement. The South Park Area will be developed at a later date.

Park District desires to establish an additional park in south Fargo and is willing to work with and assist the Developer in the design of 5.69 acre tract (“North Park Area”), affect the construction of park amenities and manage the North Park Area and South Park Area, all pursuant to the terms and conditions of this Agreement and the rules and regulations established by the Board of Park Commissioners from time to time.

The North Park Area and South Park Area will play a vital role in this development by not only providing recreational amenities for this community and the surrounding area, but also to provide the necessary connections through the development to other areas in south Fargo. To the extent appropriate and possible, trails will ultimately connect to current and future Park District parks.

This Agreement only pertains to the North Park Area. The parties shall enter into a separate Park Development Agreement for the South Park Area at such time as is appropriate based on the development of the overall Developer Property.

## 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, including the North Park Area and South Park Area that is described herein. Each of the parties is an independent contractor and although they will coordinate their efforts to develop the North Park Area and South Park Area, maybe to include elements of design, access, and amenities, neither party is assuming any obligation of the other party.
  
2. Conveyances. North Park Area. On the date of closing, as herein described, Developer shall cause to be transferred and conveyed to Park District approximately 5.69 acres that constitutes the North Park Area, in the general location as shown on the site plan attached as Exhibit “A”. The parties acknowledge that the approved plat shall dedicate the North Park Area to public use. The 5.69 acre parcel shall be conveyed to the Park District by Warranty Deed, free and clear of all liens and encumbrances including, but not limited to current real estate taxes and installments of special assessments, subject to the Park District assuming and agreeing to pay that portion of the special assessments not yet certified for collection, calculated in accordance with the provisions of paragraph 5 below.

Developer will provide the Park District an abstract of title to the North Park Area no later than ten (10) days prior to closing. Closing date will be at substantial completion of North Park General Park Amenities.

3. Developer and Park District Obligations. Developer and Park District acknowledge that they will be responsible for the following amenities to be located on the Developer Property and the North Park Area:
  - a. North Park General Park Amenities per Exhibit “B” will be installed by the Developer or City of Fargo and included with the street improvement assessment assessed against the Developer Property. Included in the Developer’s or the City’s responsibility will be the construction and maintenance of any detention ponds required by engineers or governmental authority. If Developer or City of Fargo fails to install General Park Amenities per Exhibit “B”, then this agreement is null and void.

- b. The North Park Specific Park Amenities per Exhibit "B" will be installed by the Park District through a Park District improvement assessment assessed against the Developer Property as shown in Exhibit "E". Individual estimated cost amenities will be per Exhibit "D". The maximum cost does not include any carrying cost if the Developer requests the assessment to be deferred. If the Developer requests the assessments to be deferred the actual cost of carrying the deferred assessment will be added to the not to exceed maximum.
- c. The following table breaks down the land dedication for the Development Property:

Plat Description	Plat Area (Acres)	Park Area Required	Park Dedication Provided (Acres)
Selkirk Place 4th Add.	67.79	5.42	3.48

The remaining land dedication balance will be paid at a rate of \$1.60 per SF. The remaining Payment in Lieu balance will be paid to Park District upon substantial completion of the North Park Area General Park Amenities.

- d. The Developer shall work with the City of Fargo to ensure all storm water requirements are designed in accordance with local regulations. Park District shall not be responsible for this work and/or requirements.
- e. In accordance with Park District Ordinance Developer and any property owner Developer sells lots to, shall not cause or allow water from any downspout, sump, or similar device to be directly or indirectly deposited on Park Property.
- f. The Developer shall be responsible for coordinating the installation of sidewalks on both sides of each public street per the requirements of governmental authority. Park District shall not be responsible for this work and/or requirements.
- g. The Developer shall be responsible for coordinating lighting on all streets as required by appropriate governmental authority. Park District shall not be responsible for this work and/or requirements. The Developer shall allow the installation of lighting on park trails or in the North Park Area as the Park District deems reasonable and appropriate to provide a well-lit Park Area at times that the Park District determines is appropriate. In the

event the Park District deems lighting to be placed on the property, the cost of installing lighting in the North Park Area will be paid by the Park District. Utility charges for the operation of lighting in the North Park Area will be paid by the Park District.

- h. The Park District will be responsible for planting Boulevard trees within the Right of Way fronting the Park District property. The Park District will not be responsible for any other landscaping to be planted outside the North Park Area.
- i. Park District, at its sole cost and expense, will purchase and plant/install trees, in line with current Park standards, to be included in the North Park Area which shall be part of the North Park Area construction. Park District will work together with Developer to develop planting plan. Final quantity and placement of trees will be at the discretion of the Park District.
- j. Signage, in such form and location as the Developer and the Park District shall mutually determine, shall be placed at various locations within the Developer Property and designate the location and access to the North Park Area. The cost of such signage will be paid by the Park District.
- k. The Developer shall provide the necessary easements for utilities for the North Park Area.
- l. The Developer, at its sole cost and expense, shall provide the following, with regard to the North Park Area:
  - i. Prepare a complete boundary survey of the North Park Area showing all rights-of-way, easements and any other physical burdens that may encumber the North Park Area and, which survey shall show the location of trails leading to the North Park Area. The Developer shall cause the North Park Area to be staked so that it can be later identified by the Park District.
  - ii. The Developer will provide the Park District with copies of such tests, investigations and reports which may have been requested by the Developer including, but not limited to, any soil boring tests and/or results of environmental testing. Soil borings and other tests, if any, required for the construction of the North Park Specific Park Amenities and shall be part of park construction to be paid by the Developer. Should such test disclose that the North Park Area cannot support the intended park development or if there are environmentally hazardous conditions on the Developer Property



and/or North Park Area, the Park District will not be required to close and accept the portion of the Developer Property to be included in the North Park Area.

- iii. To the best of its ability, the Developer shall provide the Park District with safe access to the North Park Area and such areas leading to the North Park Area.

4. North Park Area and South Park Area Design.

- a. North Park Area. The Park District shall develop a design for the park and trails to be constructed in the North Park Area. The Developer acknowledges that the Park District will have concerns pertaining to the access, safety and programming that are consistent with the Park District's mission, rules, and regulations. Developer and Park District agree design fees for North Park Specific Park Amenities per Exhibit "B" will be paid by Developer. Developer shall engage a Park District approved Engineering Firm. The Park District will have the final say on the design of the North Park Area. Fees paid by the Developer for North Park Specific Park Amenities shall be credited to the Developer's Payment-in-Lieu contribution requirements as detailed above. Developer will provide itemized receipts to Park District.
- b. South Park Area. At the time of development of the future developers agreement area on Exhibit "A", the Park District shall develop a design for the park and trails to be constructed in the South Park Area. The South Park Area shall be one contiguous lot, connect to the trail network, have a similar design & feel to the North Park Area, and have trail head components. The Developer will provide access to major road south of South Park Area (as shown in Exhibit C) required by engineers or governmental authority. The Developer acknowledges that the Park District will have concerns pertaining to the access, safety and programming that are consistent with the Park District's mission, rules, and regulations.

- 5. Special Assessments. The parties acknowledge and the Developer agrees, for the purposes of special assessments, initial construction of North Park General Park Amenities and North Park Specific Park Amenities will be assessed at 60 feet of street front footage or not to exceed 7,500 square feet. Future special assessments for the North Park Area property will follow the standard procedure of two equivalent residential lots.

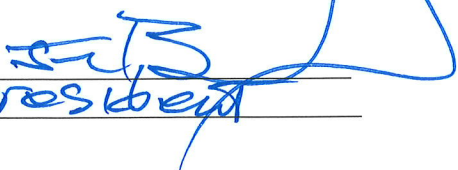
6. Maintenance. In entering into this Agreement, the Park District contemplates it will maintain the North Park Area within its normal park maintenance program and consistent with its other parks within the Fargo area. The Park District will be generally responsible for future maintenance of the North Park Area, the trails leading to the North Park Area and the equipment and other Specific Park Amenities in the North Park Area. If the Developer and the Park District agree to coordinate access to other trails/parks or provide other amenities, any such other amenities agreed to by and between the Park District and the Developer may require a joint maintenance agreement.
7. Construction. The construction of the North Park General Park Amenities as shown on Exhibit “B” are intended to be completed by October 30, 2026. If the North Park General Park Amenities are constructed by October 30, 2026, then construction of the North Park Specific Park Amenities as shown on Exhibit “B” will be completed by November 31, 2027. If North Park General Park Amenities are not constructed by October 30, 2026, then Park District has right to extend completion date beyond November 31, 2027.
8. Open Records. It is 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.
9. Naming Rights. Park shall be named Clay Hector Park.
10. 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 superseded all prior discussion with respect to such matters. Notwithstanding the above, the parties acknowledge that this is a work in progress and the development of the final design for the North Park Area will be part of this Agreement.
  - b. This Agreement shall be binding upon the 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.
- e. The Developer shall hold the Park District harmless for any claim or injury to a person or property arising out of, or in the course of, its construction, design, and plan of the North Park Area. In like manner, the Park District, once it acquires the North Park Area and assumes maintenance responsibility, will hold the Developer harmless for claims arising out of its negligence in maintaining the North Park Area.
- f. The Park District is in the process of establishing a Special Assessment Committee. The committee's responsibilities include, but are not limited to, determining benefit, assigning assessment values, ensuring fairness and transparency, and certifying the assessment roll. If the committee determines that the benefit value of the North Park Specific Park Amenities does not exceed their associated costs, the Park District reserves the right to extend the project completion date. In such an event, the Developer and the Park District will work in good faith to establish a revised completion date and explore alternative funding options.

SEISIN CONSULTING, Inc

PARK DISTRICT:

THE PARK DISTRICT OF THE  
CITY OF FARGO

By   
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its Clerk

EXHIBIT "A"  
North Park Area

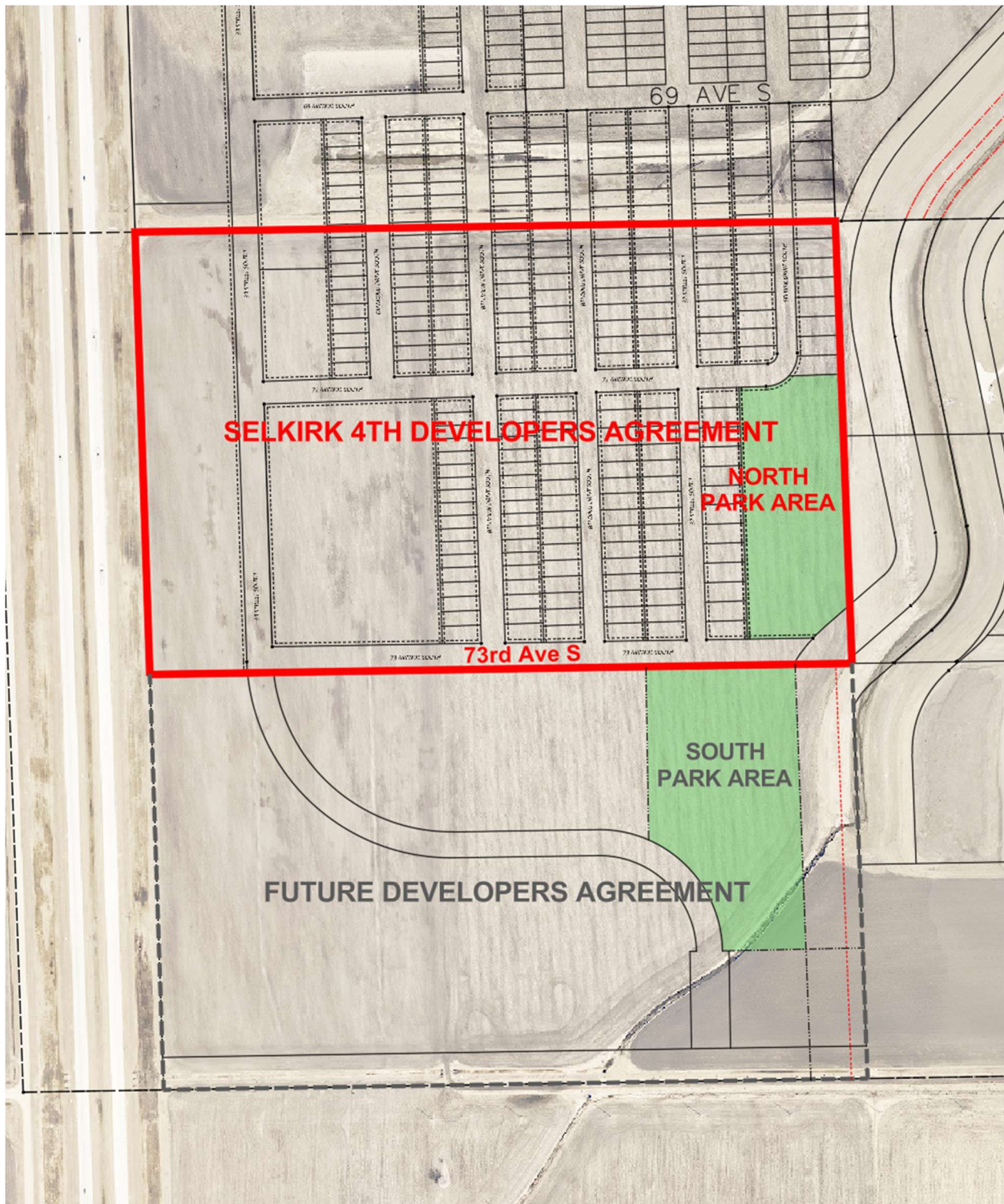




EXHIBIT "B"  
Schedule of Park Amenities

North Park General Park Amenities – to be paid by Developer or City of Fargo

Streets

Curb and Gutter

Street Sidewalk

Storm Sewer

Storm Sewer Detention/Retention Ponds

North/South 10' Concrete Trail

Park Grading

North Park Specific Park Amenities – to be paid by special assessment to entire development

Playground system for 2-5 & 5-12 ages

Concrete Playground Border

Concrete Sidewalks

Natural Trails

20' x 20' Park Shelter

Grill Pad

Two (2) Park Signs

Trees/Landscaping (in Park Area)

Park Native Seeding

EXHIBIT "C"  
Park Area







## EXHIBIT "E" Assessment Area

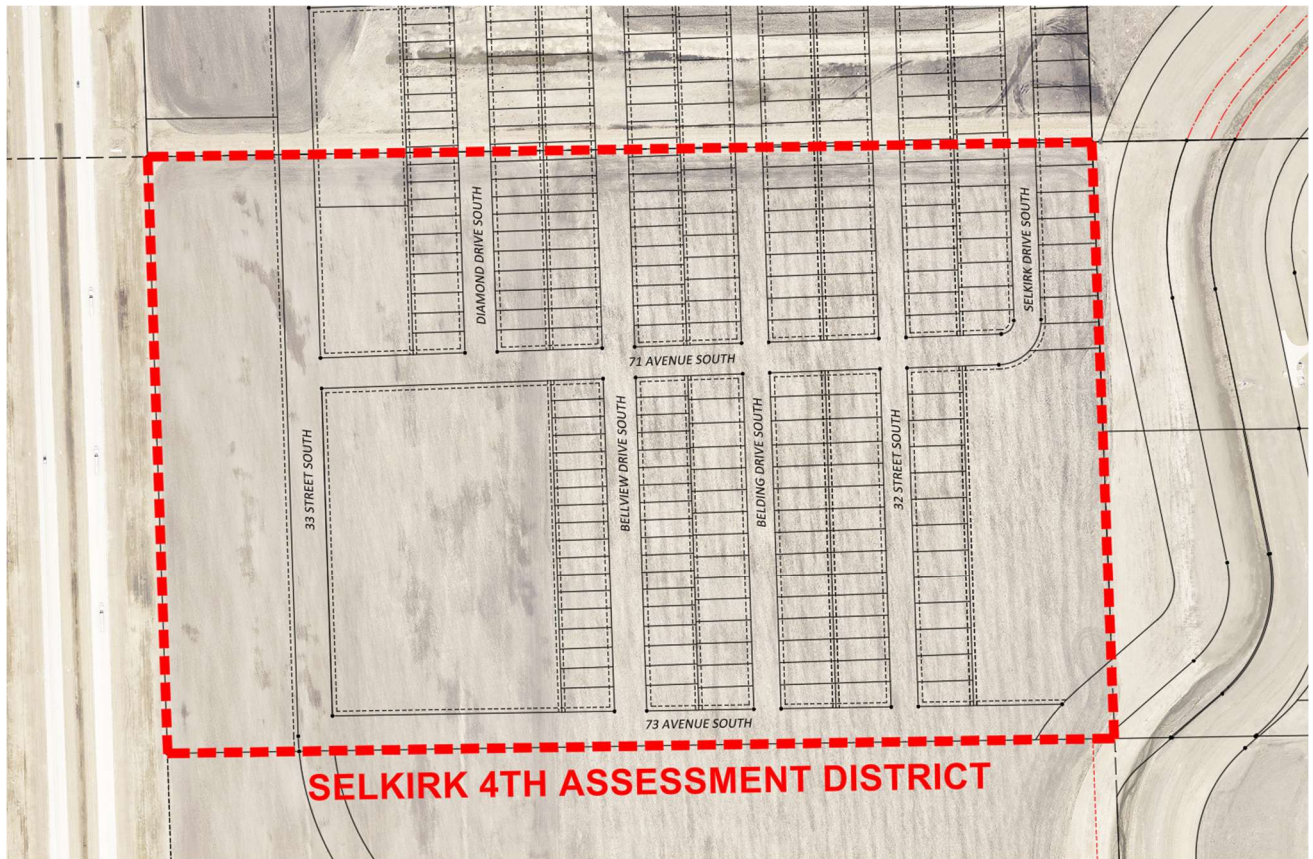




EXHIBIT "F"  
Letter of Support



August 11, 2025

**Re: Clay Hector Park (Selkirk) – Letter of Support**

Dear Park Board,

As the developer of Selkirk 2nd Addition, 3rd Addition, the current 4<sup>th</sup> Addition and future phases, we would like to formally express our support for the planned park improvements on Lot 15, Block 9, Selkirk 4th Addition. The proposed park will serve the entire Selkirk neighborhood and provide a critical connection to the existing trail system.

This park will feature xeriscape natural prairie landscaping, trails, a playground, park shelter and additional amenities. The 10-foot-wide concrete trail will tie into the trail extension with the Selkirk 3<sup>rd</sup> Addition. This continuation of the trail system will allow for future phase park improvements to connect to the same path and eventually run continuously from 64<sup>th</sup> Ave S to 76<sup>th</sup> Ave S.

With that in mind, we respectfully request that any assessments for the park improvements be applied across the entire Selkirk neighborhood.

Please let me know if you have any questions or need additional information.

Sincerely,



Jonathan Ybuness, PE  
EagleRidge Development



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Members

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 3 - Consideration of a Single-Track Bike Trail

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Staff have been collaborating with Greg Tehven, a Fargo resident, on a proposal to establish an additional single-track bike trail extending from approximately Dike East Park to Pontes Park, located just north of Lindenwood. This proposed entry-level single-track trail is intended to benefit not only cycling enthusiasts but also provide an additional route for walking and running.

Mr. Tehven has engaged in discussions with the park district staff as well as representatives from FM Trailbuilders in efforts to advance this initiative. He has also documented the process to raise awareness about effective collaboration with the park district on community projects.

As the development of this trail was not included in the current Park District plan, Mr. Tehven has committed to securing funds to cover the cost of both the design and installation, as well as providing maintenance for the first three years. Upon completion of this initial period, continued trail maintenance will be coordinated with FM Trailbuilders, who currently oversee the district's other single-track trails.

Attached to this memo is a license agreement with the City of Fargo, as portions of the proposed trail will cross city-owned lots and their authorization is required. Also included is a Memorandum of Understanding outlining Mr. Tehven's commitments. If approved, and contingent upon successful fundraising for design and construction, there is potential for the trail to be completed within the current year.

This subject was discussed at the August 20<sup>th</sup> Planning Committee meeting and was moved to the regular agenda for tonight's board meeting.

We are asking the Board to approve this MOU and License Agreement, this is a great project that will enhance our current single track trail offerings to the community.

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

Our Values: Be Authentic \* Be Bold \* Be Collaborative

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

SAMPLE MOTION: I motioned to approve the Memo of Understanding and the Trail License Agreement for the single-track bike trail as presented.

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the “Agreement”), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2025, between **THE CITY OF FARGO**, a municipal corporation, whose post office address is 225 4<sup>th</sup> Street North, Fargo, North Dakota, 58102 (“City”) and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, whose address is 6100 38<sup>th</sup> Street S, Fargo, North Dakota 58104 (“Park District”).

**WHEREAS**, City owns the property described in paragraph 1 below (the “Property”); and

**WHEREAS**, Park District is the owner of or has access to land adjacent or connected to the Property; and

**WHEREAS**, Park District desires to use the Property for public recreation and, to develop a single-track biking trail to enhance Park District facilities for the citizens of and the visitors to the Fargo area; and

**WHEREAS**, City and Park District wish to enter into this Agreement to allow for the use by Park District of the Property under the terms and conditions hereinafter stated.

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

1. Grant of License - Description of Premises. City hereby grants to Park District a license to occupy and use, subject to all of the terms and conditions hereof, the Property described in Exhibit A attached hereto and incorporated by reference herein and located in the Northeast Quarter (NE¼) of Section Seven (7), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota, and the Northeast Quarter (NE¼) of Section Eighteen (18), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota .

2. Limitation to Described Purpose. The Property may be occupied and used by Park District for a single-track bike trail. No permanent structures shall be construed on the Property by the Park District, nor shall any trees be removed, but the Property may be improved as a single-track bike trail. This license constitutes a surface license only.

3. Use of Property and Prohibited Activities. Park District accepts the Property “AS IS”. Park District may improve the Property consistent with the terms of paragraph 4 below and the attached Exhibit B. Accordingly, City shall not be responsible for any repairs of any kind, and if the Property should become unusable because of flooding or other natural phenomena, Park District's sole remedy is to remove its improvements and vacate the Property. Park District shall maintain the Property directly adjacent (10' either side) to any single-track bike trail, while it is utilizing the same under this Agreement. Such maintenance shall include all grass mowing, weed treatment (as required), removal of hazardous trees or deadfall, as well as maintenance of the single-track bike trail and related temporary improvements, if any. Subject to the provisions of paragraph 4 below and Exhibit B attached hereto and incorporated by reference herein, Park District agrees not to further alter the Property in any manner without the prior written permission of City, which permission shall not be unreasonably withheld.

4. Construction. Park District is solely responsible to develop the specifications, to procure bids, site preparation for the construction of the single-track bike trail, the bidding process and, ultimately, the construction of the single-track bike trail and all other site improvements.

A proposed design and any additional construction information are contained on Exhibit B attached hereto.

5. Period of License/Termination. The term of this Agreement shall be through November 1, 2035, subject to City having a right to terminate the Agreement at any time (on notice

to Park District) if (1) the Property is to be permanently altered for flood protection purposes by the City of Fargo; (2) the City determines the Property is necessary for a public purpose other than flood control; and (3) if Park District fails to maintain the installation and required maintenance is not completed within six (6) months following notice from City.. Unless otherwise terminated, this Agreement will continue thereafter “at will” with either party having a right to terminate the same on not less than sixty (60) days’ written notice the other. Upon termination of the license, Park District shall, at its sole cost and expense, restore the surface of the Property to its original condition.

6. Payment. Park District shall pay the sum of Ten and no/100 Dollars (\$10.00) for the initial lease term, the receipt of which is hereby acknowledged. Thereafter, the license fee is \$1.00 per year. Park District shall not be required to pay Fargo any other monies for the utilization of the property provided.

7. Indemnification. Park District agrees to indemnify and hold City harmless from and against any and all claims arising from the Park District’s use of the Property and from any activity or work done on the Property by the Park District, or others for purposes of constructing or maintaining the single-track bike trail contemplated to be placed on the Property by the Park District. The indemnification and hold harmless shall include any claims made by employees of the Park District, contractors and its employees and members of the general public using the single-track bike trail once constructed. The Park District’s indemnification includes any and all costs, attorneys’ fees, expenses and liabilities occurring and arising out of the use of the Property for Park District purposes. Park District, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the property from any cause arising out of Park District’s development of the single-track bike trail.

8. Assignment. This Agreement is personal to Park District, and is not transferable. Notwithstanding the above, Park District may enter into agreements with other groups to assist in the construction and maintenance of single-track bike trails on the Property.

9. Addresses and Notices. Any notice mailed, addressed to Park District's Executive Director at the address set forth above, or delivered to Park District's Executive Director at such address shall be noticed hereunder by City. Any notice mailed, delivered to City's Director of Operations at the address set forth above. Either party may designate a different representative or address at any time.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, parties have executed this License Agreement at Fargo, North Dakota, the day and year first above written.

CITY OF FARGO, North Dakota, a North Dakota  
Municipal Corporation

By: \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

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

THE PARK DISTRICT OF THE CITY OF FARGO

By: \_\_\_\_\_  
Vicki Dawson, President

STATE OF NORTH DAKOTA     )  
                                                  ) ss.  
COUNTY OF CASS                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said county and state, personally appeared Dr. Tim Mahoney, to me known to be the Mayor of THE CITY OF FARGO, a municipal corporation, and who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

(S E A L)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission Expires: \_\_\_\_\_

STATE OF NORTH DAKOTA     )  
                                                  )ss.  
COUNTY OF CASS                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said county and state, personally appeared Vicki Dawson, to me known to be the President of THE PARK DISTRICT OF THE CITY OF FARGO, a park district under the laws of the State of North Dakota, who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

(S E A L)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission Expires: \_\_\_\_\_



# EXHBIT A

## Property Description

<b>Cass County Parcel NO.*</b>	<b>ADDRESS</b>
01144000310000	202 6 <sup>th</sup> Avenue S
01144000360000	113 7 <sup>th</sup> Avenue S
01144000360000	113 8 <sup>th</sup> Avenue S
01144000770000	201 8 <sup>th</sup> Avenue S
01144000780000	203 8 <sup>th</sup> Avenue S
01144000810000	205 8 <sup>th</sup> Avenue S
01410000410000	206 8 <sup>th</sup> Avenue S
01144000800000	207 8 <sup>th</sup> Avenue S
01410000420000	212 8 <sup>th</sup> Avenue S
01410000430000	218 8 <sup>th</sup> Avenue S
01410000460000	313 9 <sup>th</sup> Avenue S
01410000870000	314 9 <sup>th</sup> Avenue S
01410000860000	316 9 <sup>th</sup> Avenue S
01410000450000	317 9 <sup>th</sup> Avenue S
01410000850000	318 9 <sup>th</sup> Avenue S
01410000440000	319 9 <sup>th</sup> Avenue S
01410000840000	320 9 <sup>th</sup> Avenue S
01410000830000	322 9 <sup>th</sup> Avenue S
01410000890000	305 10 <sup>th</sup> Avenue S
01410001221000	310 10 <sup>th</sup> Avenue S
01410001410000	300 11 <sup>th</sup> Avenue S
01410001400000	316 11 <sup>th</sup> Avenue S
01410001420000	1144 4 <sup>th</sup> Street S
01410001460000	1128 4 <sup>th</sup> Street S
01410001750000	1204 4 <sup>th</sup> Street S
01012000011000	1308 South River Road S
01282000280000	1330 South River Road S
01282000030000	1334 South River Road S
01282000040000	1342 South River Road S
01282000050000	1348 South River Road S
01282000070000	1408 South River Road S

## EXHIBIT B

### Planned Improvements, Preliminary Design and Location of Bike Trail









## SINGLE TRACK BIKING TRAIL FROM DIKE EAST TO LINDENWOOD

**THIS AGREEMENT** ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between **THE PARK DISTRICT OF THE CITY OF FARGO**, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose post office address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota, 58104 (the "Park District") and **GREG TEHVEN**, a North Dakota resident, whose post office address is 411 8<sup>th</sup> Avenue South, Fargo, North Dakota 58103 ("Greg Tehven").

### Preliminary Statement

- A. The Park District is the owner of or otherwise has access to properties highlighted and identified on the attached Exhibit "A" (the "Property"). The Park District will enter into a license agreement with the City of Fargo in order to utilize city owned property to the extent the proposed Improvements cross over City of Fargo owned property.
- B. Greg Tehven and the Park District desire to construct, develop and maintain a single-track biking trail (the "Improvements") to be located on the Property in substantially the locations identified on Exhibit "A" for purposes of providing recreational activities to the citizens of and visitors to the Fargo, North Dakota area.
- C. Greg Tehven and the Park District desire to cooperate in constructing the Improvements to reduce cost to the public and to coordinate the support systems needed to operate and maintain the Improvements.

FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. Property. The Improvements shall be constructed on the Property as depicted on Exhibit A. The Improvements are generally described as a single-track biking trail.
2. Use. The Improvements will be available to the general public, subject to any time restrictions to be determined by and in the sole discretion of the Park District.
3. Design and Construction. The Fargo Park District will assist with and have final approval of the layout of the Improvements. At the present time, the design and construction of the trail will be accomplished through funds that Greg Tehven intends raise as described in paragraph 4 below. It is Greg Tehven's intention to raise up to \$25,000.00 to fund the design and construction of the Improvements. All designs and plans of the Improvements shall be submitted for review and approval by the Park District.
4. Payment and Financing for Construction. Greg Tehven intends to raise funds necessary to design and pay for the installation and construction of the trail. The cost of the Improvements shall be paid by or raised by Greg Tehven and not the Park District. The Park District will provide customary Park District Services and some materials to provide landscaping in and around the bike trail. The Park District will not allow construction to commence on the Improvements until there are reasonable funds available for the construction costs or otherwise provide the construction services. Funds raised by Greg Tehven for the Improvements may, at his option and in accordance with any applicable IRS regulations or laws, be paid as charitable contributions to the Park District, or paid directly to third party contractors in coordination with the Park District.
5. Maintenance and Repair. Greg Tehven by and through volunteers or independent

contractors, agrees to maintain the trail for a period of three years. Any significant repairs to or the expansion of the Improvements shall be submitted to the Park District for review and approval. The Park District may contribute equipment and staff to assist in certain instances with such repairs and maintenance. At any time after that, the Park District, in its sole and reasonable discretion, may remove or change the purpose of the Improvements.

The Obligation to maintain the Improvements, to include property clean-up, marking the trail, surface preparation, clearing of vegetation and general upkeep shall be the responsibility of Greg Tehven with the Park District providing in-kind services when needed. The parties intend that the Improvements will be maintained and repaired in a similar manner to other facilities within the Park District system.

6. Signage: The Park District agrees, if necessary, to work with Greg Tehven and develop appropriate signage to be located at the site for purposes of naming the particular Improvements

7. Disputes.

a. The Park District and Greg Tehven shall designate a representative who shall be the party's representative with respect to any matters in dispute or requiring agreement under the terms of this AGREEMENT. Such representative may be changed from time to time. The representatives shall be responsible for resolving any dispute between the parties concerning this AGREEMENT.

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 shall submit the matter to mediation.

8. Miscellaneous.

a. Each party shall determine the nature and extent of insurance coverage required by that party's use and or maintenance of the Improvements. Further, the parties agree that any contractor hired by either party to perform design or construction work in connection with the Improvements shall have minimum insurance coverage of \$1 million per occurrence and \$2 million of total coverage and shall name the Park District as an additional insured for the duration of any work performed by said contractor.

b. This AGREEMENT shall be for a term of three (3) years commencing on the date of this AGREEMENT, terminable earlier if the Improvements are removed or the purposes herein described are abandoned. After the initial term, the Park District will work with the FM Trailbuilders to continue the maintenance and upkeep of the trail. The AGREEMENT shall be in good standing unless either party shall give notice of their intent to terminate this AGREEMENT. Notwithstanding the above, either party may terminate this AGREEMENT, for any or no reason, on not less than 180 days' notice to the other.

c. This AGREEMENT is personal to the parties and neither the rights nor the obligations of either party may be assigned without the written consent of the other. This AGREEMENT contains the parties' entire agreement and may not be varied except by an instrument in writing signed by the parties. This AGREEMENT shall be governed and construed under the laws of the State of North Dakota.

d. This AGREEMENT has been made and entered into under the laws of the State of North Dakota and the laws of North Dakota shall control its interpretation.

e. All provisions of this AGREEMENT shall be binding upon and insure to the benefit of the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT the day and year first written above.

THE PARK DISTRICT OF THE CITY OF  
FARGO

By: \_\_\_\_\_  
Vicki Dawson, President

ATTEST:

\_\_\_\_\_  
Jeff Gunkelman, Clerk

GREG TEHVEN

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

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





## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Agenda Item No. 4 – Consideration of Agreement for Installation of Synthetic Turf at Tharaldson Little League Complex

---

Fargo Area Sports desires to enter into an agreement to move forward with construction of two synthetic turf infields at Tharaldson Little League Complex. The estimated timeline for construction would be to start September 10<sup>th</sup>, 2025 and is planned to be substantially completed by July 1<sup>st</sup>, 2026.

More details are included in the attached agreement for your review.

This item was considered at the August 20<sup>th</sup> Planning Committee Meeting with a recommendation to be placed on the regular agenda and consideration for approval.

If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

SAMPLE MOTION: I make a motion to approve the Agreement for Installation of Synthetic Turf at Tharaldson Little League Complex as presented.

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

Our Values: Be Authentic \* Be Bold \* Be Collaborative



## AGREEMENT FOR INSTALLATION OF SYNTHETIC TURF AT THARALDSON LITTLE LEAGUE COMPLEX

This Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the **Park District of the City of Fargo** ("Park District") and **Fargo Area Sports**, a North Dakota non-profit organization ("FAS") doing business as **Fargo Youth Baseball a/k/a Fargo Little League of Fargo**.

Whereas, the Park District is the Landlord of Tharaldson Little League Complex ("TLLC"). The Fargo Area Sports is the Tenant, under the current Lease Agreement, desires to install synthetic turf infields on two of the fields at Tharaldson Little League Complex.

Whereas, the parties desire to enter into this Agreement in order for parties to move forward with construction of the Synthetic Turf Project at Tharaldson Little League Complex ("TLLC").

Now, therefore, the parties agree as follows:

1. Financial Obligations. The Park District has no financial responsibilities to fund the Synthetic Turf Project at TLLC. FAS is solely responsible for funding the Synthetic Turf Project at TLLC through a combination of cash, donations, grants, loans, etc. If FAS defaults on its financial responsibilities, then the Park District holds the right to terminate the current Lease with FAS. FAS shall furnish periodic documentation on a continuing basis until such time as the Synthetic Turf Project has been paid in full.
2. Construction Timeline. The parties agree timeliness of this project is important to minimize the impact to the programming at TLLC. The project timeline is desired to commence on September 10<sup>th</sup>, 2025 and is planned to be substantial complete by July 1<sup>st</sup>, 2026.
3. Design Responsibilities. FAS is responsible for the design of the Synthetic Turf Project at TLLC. The Park District will at all times have the right to review and approve any and all plans, specifications, construction schedules and related documents pertaining to the Synthetic Turf Project, which approval shall not be unreasonably withheld. A general layout of The Synthetic Turf Project are attached as Synthetic Turf Project Plans Exhibit "A".
4. Construction Responsibilities. FAS is responsible for the construction of the Synthetic Turf Project at TLLC in accordance with the approved Plans and Specifications as attached in Synthetic Turf Project Plans Exhibit "A". Any and all construction will be subject to compliance with City codes and will comply with appropriate construction standards and methods recognized in the Fargo community. All contractors will be properly licensed, if required by law, and will provide performance and payment bonds and other commercial general liability insurance. FAS is responsible for providing regular progress updates, construction schedules, record drawings, warranties, manuals, etc. to the Park District at substantial completion. FAS is responsible for the repair or restoration of any Park District property damaged as a result of activities related to the construction of the Synthetic Turf Project.

The Park District will monitor construction progress in accordance with approved plans, specifications, and related documents pertaining to the Synthetic Turf Project. The Park District will at all times have the right to review and approve any and all changes pertaining to the Synthetic Turf Project, which approval shall not be unreasonably withheld.

5. Use. Usage of fields will comply with terms outlined in the current Lease agreement.
6. Naming Rights. FAS retains naming rights associated with the improvements at the Synthetic Turf Project fields. The naming rights will be subject to the approval of the Park District, which approval will not be unreasonably withheld but with the understanding that the Park District is a public entity and the sponsor or name shall not be inconsistent with Park District standards and policies. The form, design, and location of such recognition signage will also be subject to Park District approval. The signage should be size appropriate for the circumstances, and no electronic signage will be authorized.
7. Maintenance. The Park District will have no maintenance responsibilities for the synthetic turf. FAS shall be solely responsible for the maintenance and repair of the synthetic turf, which shall be performed in accordance with the manufacturer's standards and recommended guidelines. All associated costs of maintenance, repair, etc. shall be at the expense of FAS. Rental proceeds will be retained by FAS to assist it in funding the operational costs of maintaining and repairing the synthetic turf as agreed to herein.
8. Turf Replacement. An escrow account will be created, held and managed by the Park District to fund total replacement of the Synthetic Turf Project. Synthetic turf shown in Synthetic Turf Project Plans Exhibit "A" is estimated to last 10 to 12 years and estimated to cost \$350,000 to replace as shown in Mammoth Letter Exhibit "B". Replacement cost, adjusted by the average Consumer Price Index of 2.5%, in 10 years is estimated to cost \$450,000.

Parties shall work in good faith to develop a replacement cost plan March 1<sup>st</sup>, 2031.

If FAS defaults on its escrow responsibilities regarding the replacement cost plan, then the Park District holds the right to terminate the current Lease with FAS.

9. Upon completion of the replacement synthetic turf project, any remaining escrow funds shall be proportionally credited or debited to the Park District and FAS in accordance with the replacement cost plan respectively, based on the final cost of the replacement project.

Final scheduling of replacement synthetic turf shall be mutually determined and subjected to budgeting requirements by the Park District.

10. Contractors Insurance. FAS and the contractors, at their expense, shall keep in force a comprehensive general liability insurance policy with a single limit of not less than \$1,000,000, with the Park District named as an additional insured. At the request of the Park District, copies of insurance policies or certificates of insurance will be delivered to the Park District. The policy shall require the insurance company to notify the Park District, in writing, at least 10 days prior to any cancellation of the insurance.
11. Indemnity. FAS shall hold the Park District harmless and free from all liability and claims for damages by reason of any injury to any persons, including but not limited to employees, volunteers, baseball players of FAS, contractors, subcontractors, independent contractors, and property, including FAS's property, occurring because of or resulting from FAS's construction and installation of any improvements. FAS shall indemnify and save the Park District harmless from all liability, loss, costs, attorneys' fees and obligations arising out of such injuries or losses.
12. Assignment. FAS shall not assign this Agreement or any rights hereunder without the prior

written consent of the Park District.

13. Term. The initial term of this Agreement shall commence at Substantial Completion of the Synthetic Turf Project and terminate 10 years from the commencement date of this agreement or at replacement of the synthetic turf, whichever is later. This agreement shall be enforceable and be binding on both parties on the Effective Date.

Notwithstanding the above, if FAS does not commence construction of the Synthetic Turf Project on or prior to September 10<sup>th</sup>, 2025 and/or substantial completed by July 1<sup>st</sup>, 2026, this Agreement, in the sole direction of the Park District, may be terminated.

**Park District of the City of Fargo**

\_\_\_\_\_  
By: Vicki Dawson  
Its: President

\_\_\_\_\_  
By:  
Its: Clerk

**Fargo Area Sports**


  
By: \_\_\_\_\_  
Its: Alex Summer  
President/CEO

EXHIBIT "A"  
Synthetic Turf Project Plans

# FARGO YOUTH BASEBALL IMPROVEMENTS

1892 17TH AVE. S  
FARGO, ND 58103  
08/11/2025

Project No. 23-0146

ISSUED FOR CONSTRUCTION

## PROJECT DIRECTORY

**OWNER**  
Fargo Youth Baseball  
1812 17th Ave. S  
Fargo, ND 58103

**CIVIL ENGINEER**  
Mammoth Sports Construction  
3022 14th St.  
Minnetonka, MN 55345  
Contact: Sam Soto, PE  
Email: Sam.Soto@mammothbuilt.com  
Phone: 763-400-6166

**DESIGN/BUILDER**  
Mammoth Sports Construction  
6716 Pineville Drive  
Minnetonka, MN 55345  
Contact: Connor Hanks  
Email: conner@mammothbuilt.com  
Phone: 763-400-6166

## NOTES

1. THE CONTRACTOR, PRIOR TO ANY EXCAVATION, SHALL HAVE ALL UTILITIES FIELD LOCATED BY THE APPROPRIATE UTILITY COMPANY.
2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL INCLUDE ADEQUATE SIGNS, BARRICADES, AND WARNING TO IDENTIFY WORK AREAS FOR THE PROTECTION OF THE PUBLIC.

## SHEET INDEX

- C000 COVER SHEET
- C011 GENERAL NOTES
- C012 SURVEY CONTROL
- C111 SWAPPP MAP
- C112 SWAPPP DETAILS
- C201 DEMO PLAN
- C301 SITE PLAN
- C302 TURF LAYOUT
- C411 GRADING PLAN
- C511 CRANAGE PLAN
- C611 SITE RESTORATION PLAN
- C711 DETAILS

## LOCATION MAP



## SITE MAP



FARGO YOUTH BASEBALL  
FARGO YOUTH BASEBALL  
IMPROVEMENTS  
1892 17TH AVE. S  
FARGO, ND 58103



Revision Key  
No. Date Description

Project Name: C000  
Project No.: 23-0146  
Project Date: 08/11/2025  
Project Location: 1892 17TH AVE. S  
FARGO, ND 58103  
Project Status: ISSUED FOR CONSTRUCTION

C000  
TITLE SHEET



FARGO YOUTH BASEBALL  
FARGO YOUTH BASEBALL  
IMPROVEMENTS  
1892 17TH AVE. S  
FARGO, ND 58103



Revision Key  
No. Date Description

Project Name: C302  
Project No.: 23-0146  
Project Date: 08/11/2025  
Project Location: 1892 17TH AVE. S  
FARGO, ND 58103  
Project Status: ISSUED FOR CONSTRUCTION

C302  
Turf Layout

EXHIBIT "B"  
Mammoth Letter

# MAMMOTH

Mammoth Sports Construction  
101 S Phillips Ave. Suite 203  
Sioux Falls, SD 57104

Fargo Area Sports  
Attic Field Turf Project

Attn:  
Fargo Parks District  
6100 38th St S, Fargo, ND 58104

Turf will have an 8-year warranty. The expected life expectancy of the turf with proper preventative maintenance schedule should last between 10-12 years, however the high traffic areas will need to be replaced at or around 3-5 years. The high traffic areas include the batter's box, pitching area, and at each section of the base areas. MMTH will train the proper staff in how to care for the turf field at time of completion.

The estimated value to replace the turf infields will range between \$350,000 to \$450,000 based on a 10-year anticipated inflation/escalation range.

Thank you,

*Derik Budig*

Derik Budig  
Director of Business Development  
Sioux Falls Office



**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

DO SOMETHING BIG



## MEMORANDUM

DATE: September 9, 2025

TO: Fargo Park Board Commissioners

FROM: Kevin Boe, Recreation Director & Chad Pfau, Food & Beverage Manager

RE: Agenda Item No. 5 – Consideration to Approve the Beverage Concessions and Vending Bid

---

On August 5, 2025, the Fargo Park District opened bids for the 2026–2030 Beverage Concessions and Vending contract. The Park District received two bids: Pepsi submitted a base bid, and Coca-Cola submitted two 5-year options and one 10-year option. Both bids were competitive in pricing and included a variety of value-added benefit options.

After review, staff recommend awarding the bid to Coca-Cola, Option 2. A detailed comparison of the bids is attached for your review.

This item was reviewed at the Planning Committee Meeting on August 20, 2025, where the Committee recommended forwarding it to the full Board for consideration of approval.

If you have any questions, do not hesitate to contact me or Chad prior to the meeting.

Thank you.

SAMPLE MOTION: I make a motion to accept the bid from Coca-Cola Option 2, as presented.



**Fargo Park District**  
**2026 Beverage Concessions and Vending Bid**  
**Bid Opening - 10:30 am, Tuesday, August 5, 2025**



	<b>Pepsi</b>	<b>Coca-Cola Option 1</b>	<b>Coca-Cola Option 2</b>	<b>Coca-Cola Option 3</b>
<b>Bid Items</b>	<b>5 year Bid</b>	<b>5 year Bid</b>	<b>5 year Bid</b>	<b>10 year Bid</b>
Soft Drinks, 12 oz. cans (per case of 24 cans)	\$14.88	\$12.00	\$12.00	\$12.00
Soft Drinks, 20 oz. bottles (per case of 24 bottles)	\$24.00	\$16.00	\$30.00	\$28.00
Water 20 oz bottles (per case of 24 bottles)	\$16.00	\$16.00	\$21.00	\$20.00
Sports Drink 20 oz bottles (per case of 24 bottles)	\$24.00	\$16.00	\$24.00	\$20.00
Enhanced Water 20 oz bottles (per case of 24 bottles)	\$12.00	\$26.00	\$28.00	\$26.00
Ice Tea 16.5-18.5 oz bottles (12 per case of bottles)	\$22.16	\$18.00	\$20.00	\$18.00
Energy Drinks 16 oz cans (12 per case of cans)	\$21.00	\$23.00	\$25.00	\$24.00
Juice 10 oz bottles (24 per case of bottles)	\$21.47	\$19.00	\$20.00	\$19.00
2 Liters	\$14.98	\$20.00	\$20.00	\$20.00
Soft Drinks In The Box (2.5 gallons)	\$22.87	\$22.98	\$22.98	\$22.98
Soft Drinks In The Box (5 gallons)	\$22.03	\$22.03	\$22.03	\$22.03
Commission of ____% of gross sales less sales taxes on sales from vending machines	0%	15%	25%	25%
At least 46 soft drink coolers (approx. 24 are single door coolers and 22 are double door cooler)	46	45	45	45
The furnishing of the equipment listed above and any other equipment as may be agreed upon between the Park District and the successful bidder at no cost to the Park District.	Yes	Yes	Yes	Yes
Price schedule for beverages other than soft drinks is attached.	Yes	Yes	Yes	Yes
Marketing Plan with examples of support for healthy behaviors	Yes	Yes	Yes	Yes



**FARGO PARK DISTRICT  
2024 VOLUME**

8/14/2025

	PEPSI	COCA-COLA Option 1	COCA-COLA Option 2
<b>SALES</b>			
Total Sales	\$160,863.00	\$160,863.00	\$160,863.00
<b>EXPENSES</b>			
Carbonated	\$17,400.00	\$11,600.00	\$21,750.00
Water	\$8,230.00	\$8,320.00	\$10,920.00
Enhanced Water	\$6,480.00	\$4,320.00	\$4,727.00
Sports Drinks	\$10,608.00	\$7,072.00	\$10,608.00
Energy	\$8,773.00	\$14,260.00	\$15,965.00
<b>TOTAL PRODUCT COST</b>	<b>\$51,491.00</b>	<b>\$45,572.00</b>	<b>\$63,970.00</b>
<b>ESTIMATED NET PROFIT</b>			
Cost minus Sales	\$109,372.00	\$115,291.00	\$96,893.00
<b>ANNUAL FUNDING</b>			
Annual Funding (includes marketing and product donation)	\$20,000.00	\$32,000.00	\$87,000.00
<b>TOTAL NET</b>	<b>\$129,372.00</b>	<b>\$147,291.00</b>	<b>\$183,893.00</b>

1st year net

\*\* Using actual sales data from 2024

**Cases sold - 2234**

**FARGO PARK DISTRICT  
2025 VOLUME ESTIMATE**

	PEPSI	COCA-COLA Option 1	COCA-COLA Option 2
<b>SALES</b>			
Total Sales	\$340,992.00	\$340,992.00	\$340,992.00
<b>EXPENSES</b>			
Carbonated	\$40,896.00	\$27,264.00	\$51,120.00
Water	\$16,144.00	\$16,144.00	\$21,189.00
Enhanced Water	\$14,472.00	\$9,648.00	\$10,558.00
Sports Drinks	\$19,272.00	\$12,848.00	\$19,272.00
Energy	\$17,461.00	\$28,382.00	\$41,354.00
<b>TOTAL PRODUCT COST</b>	<b>\$108,245.00</b>	<b>\$94,286.00</b>	<b>\$143,493.00</b>
<b>ESTIMATED NET PROFIT</b>			
Cost minus Sales	\$232,747.00	\$246,706.00	\$197,499.00
<b>ANNUAL FUNDING</b>			
Annual Funding (includes marketing and product donation)	\$20,000.00	\$32,000.00	\$87,000.00
<b>TOTAL NET</b>	<b>\$252,747.00</b>	<b>\$278,706.00</b>	<b>\$284,499.00</b>

1st year net

\*\* Using actual sales data from January-July 2005 and 75% for last 5 months of year

**Estimated Cases sold - 4736**

BEVERAGE CONCESSIONS AND VENDING BID FORM

Submitted By: Jason M. Groos  
Firm: Coca-Cola Bottling Company High Co.  
Title: Sales Center Manager  
Address: 2000 1st Ave N.  
Moorhead MN  
  
Signed: Jason M. Groos  
Date: 8 / 5 / 2025

***Please identify any specifications not complied with.***

BEVERAGE CONCESSIONS AND VENDING BID FORM  
BASE BID

Base Bid – Coca Cola Offer 1 Pricing & Funding & Offer 2 Funding	Base Bid Price	Base Bid Price	Base Bid Price
Products	OFFER 1 (5yr)	OFFER 2 (5yr)	OFFER 3 (10yr)
Soft Drinks, 12 oz. cans (per case of 24 cans)	\$12.00	\$12.00	\$12.00
Soft Drinks, 20 oz. bottles (per case of 24 bottles)	\$16.00	\$30.00	\$28.00
Dasani Water 20 oz bottles (per case of 24 bottles)	\$16.00	\$21.00	\$20.00
Powerade Sports Drink 20 oz bottles (per case of 24 bottles)	\$16.00	\$24.00	\$20.00
Smart Water 20 oz bottles (per case of 24 bottles)	\$26.00	\$28.00	\$26.00
18.5 oz Gold Peak bottles (12 per case of bottles)	\$18.00	\$20.00	\$18.00
Energy Drinks 16 oz cans (12 per case of cans)	\$23.00 (\$46 per 24)	\$25.00 (\$50 per 24)	\$24.00 (\$48 per 24)
Juice 10 oz bottles (24 per case of bottles)	\$19.00	\$20.00	\$19.00
2 Liters (8 per case of bottles)	\$20.00	\$20.00	\$20.00
Milk/Protein 14oz bottles (12 per case of bottles)	\$20.00	\$22.00	\$20.00
Dasani Water 16.9 oz Case Water (24 per case of bottles)	\$9.00	\$9.00	\$9.00
Soft Drinks Bag in Box (BIBS) (2.5 gallons)	\$57.45 Per Box \$22.98 Per Gal.	57.45 Per Box 22.98 Per Gal.	\$57.45 Per Box \$22.98 Per Gal.
Soft Drinks Bag in Box (BIBS) (5 gallons)	\$110.15 Per Box \$22.03 Per Gal.	110.15 Per Box 22.03 Per Gal.	\$110.15 Per Box \$22.03 Per Gal.
<b>Funding</b>			
UP FRONT FUNDING	\$10,000	\$0	\$0
ANNUAL MARKETING FUNDING	\$3,000	\$3,000	\$3,000
ANNUAL PRODUCT DONATION FUNDING	\$4,000	\$4,000	\$4,000
ANNUAL FUNDING	\$25,000	\$100,000 yr 1	\$100,000 yr 1
		Incremental cases for fixed funding after year 1 to calc avg return properly \$ 16,000.00 (back page)	Incremental cases for fixed funding after year 1 to calc avg return properly \$ 16,000.00 (back page)
Commission of __% of gross sales less sales taxes on sales from vending machines	15%	25%	25%

EQUIPMENT REQUIREMENTS INCLUDE

NUMBER AVAILABLE  
FROM BIDDER

At least 45 soft drink coolers (approx. 24 are single door coolers and 22 are double door cooler

45

The furnishing of the equipment listed above and any other equipment as may be agreed upon between the Park District and the successful bidder at no cost to the Park District.

☒ YES ☐ NO

Price schedule for beverages other than soft drinks is attached.

☒ YES ☐ NO

Marketing Plan with examples of support for healthy behaviors.

☒ YES ☐ NO

# INCENTIVE VOLUME ANNUAL FUNDING TABLE

(Excluding Donated Cases)

(All Cases would be from Total Concessions/Off Truck Accounts only)

## Option 2 (2-5yr)

\* Minimum Vol. - 6,999 Cases \$75,000

\*7,000 - 7,999 Cases \$83,000

\*8,000 - 8,999 Cases \$91,000

\*9,000 - 9,999 Cases \$99,000

## Option 3 (2-10yr)

Minimum Vol. - 6,999 Cases \$75,000

7,000 - 7,999 Cases \$83,000

8,000 - 8,999 Cases \$91,000

9,000 - 9,999 Cases \$99,000

10,000 - 10,999 Cases \$107,000

11,000 - 11,999 Cases \$115,000

12,000 - 12,999 Cases \$123,000

13,000 - CAP Cases \$130,000

BEVERAGE CONCESSIONS AND VENDING BID FORM

Submitted By: Austin Lancaster

Firm: Pepsi

Title: Foodservice Sales Rep

Address: 3802 15<sup>th</sup> Ave N  
Fargo, ND 58102

Signed: Austin Lancaster

Date: 08/04/2025

**Please identify any specifications not complied with.**

- Pricing "See Exhibit A" - Pepsi Agrees to fixed pricing first three years and a Maximum price increase shall not exceed 4% per year for years 4 and 5.
- Pepsi will not provide vending
- Sponsorship of a annual check of \$20,000 will be given year 1-5  
"See Exhibit C"

**BEVERAGE CONCESSIONS AND VENDING BID FORM**  
**BASE BID**

Base Bid	Base Bid Price
<b>Products</b>	
Soft Drinks, 12 oz. cans (per case of 24 cans)	14.88
Soft Drinks, 20 oz. bottles (per case of 24 bottles)	24.00
Water 20 oz bottles (per case of 24 bottles)	16.00
Sports Drink 20 oz bottles (per case of 24 bottles)	24.00
Enhanced Water 20 oz bottles (per case of 24 bottles) <i>Propel</i>	12.00
Ice Tea <del>16.5</del> 18.5 oz bottles (12 per case of bottles) <i>Lipton Pure Leaf</i>	22.16
Energy Drinks 16 oz cans (12 per case of cans) <i>Rockstar</i>	21.00
Juice <del>16</del> 12 oz bottles (24 per case of bottles)	21.47
2 Liters <i>11.02</i>	14.98
Soft Drinks In The Box ( <del>25</del> <sup>3</sup> gallons) <i>Price per Gallon / Price Box</i>	22.87 / 68.61
Soft Drinks In The Box (5 gallons) <i>Price per Gallon / Price Box</i>	22.03 / 110.15
<b>Commission of</b> <u>    </u> % of gross sales less sales taxes on sales from vending machines	<b>NA</b>

**EQUIPMENT REQUIREMENTS INCLUDE**

**NUMBER AVAILABLE  
FROM BIDDER**

At least 45 soft drink coolers (approx. 24 are single door coolers and 22 are double door coolers)

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The furnishing of the equipment listed above and any other equipment as may be agreed upon between the Park District and the successful bidder at no cost to the Park District.

☒ YES ☐ NO

Price schedule for beverages other than soft drinks is attached.

☒ YES ☐ NO

*See Exhibit A*

Marketing Plan with examples of support for healthy behaviors.

☒ YES ☐ NO

*See Exhibit B*