



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, SEPTEMBER 6, 2022, AT 5:30 P.M.** IN THE BOARD ROOM OF THE PARK DISTRICT OFFICES AT 701 MAIN AVENUE, FARGO, WITH PRESIDENT DAWN MORGAN, PRESIDING. **Please note:** This is an in person and MS Teams Live Event. Members of the public and media can view the live meeting at www.fargoparks.com/news/park-board-meeting-september-agenda-2022

Consent Agenda - approve the following:

- a. Minutes - August 2, 2022
- b. August Bills
- c. Order of Agenda
- d. Approve updated Policy for use of Fargo Park District Golf Courses by the Public and Non-Public High Schools.
- e. Approve recommendation and award proposal for Yunker Farm Master Plan consultant.
- f. Approve a request for an easement from PKG Contracting.
- g. Approve and award bid for Metro Rec Center roofing project.

Regular Agenda

1. Recognition of Audience/Public Comments
2. Director's Report
3. Fargo-Moorhead Metro COG presentation; Dan Farnsworth, Transportation Planner, Fargo-Moorhead Metro COG; presenter.
4. Board to consider approval of employee one-time inflationary compensation adjustment; Broc Lietz, presenter.
5. Board to consider approval of Easement Agreement between YMCA Cass and Clay Counties, Fargo Park District and Metro Sports Foundation, Inc.; Broc Lietz, presenter.

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 2, 2022**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, August 2, 2022, at 5:30 p.m. at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota and via Microsoft Teams. Present at the meeting in person were Commissioners Joe Deutsch and Dawn Morgan. Present at the meeting via Microsoft Teams were Commissioners Vicki Dawson and Jerry Rostad and Aaron Hill. Also present were: Dave Leker, Broc Lietz, Carolyn Boutain, Brian Arett, Kevin Boe, Dave Bietz and attorney Jeff Gunkelman.

Approval of Consent Agenda

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

- (a) The minutes from the July 12, 2022 meeting;
- (b) The July 2022 bills;
- (c) Amended Order of the Agenda;
- (d) Updated Valley Senior Services Transit Drug and Alcohol Policy and Fleet Maintenance Plan.
- (e) Request to solicit for bids for Park Division Equipment.

Upon call of the roll, the motion passed unanimously.

Director's Report

Each Director presented on this matter and provided an informational update to the Board on their respective department. No action was taken on this matter.

**Approval of Recommendation from Fargo Park District Foundation on
Grant Match Program Grant Applications**

Brian Arett presented to the Board on this matter. It was noted that the Foundation received two applications. The first application was from Fargo Post 2 seeking a \$15,000 grant match on a \$30,000 total project cost to renovate the infield at Jack Williams Stadium. The second application was from Nicholas Dawson seeking a \$1,300 grant match on a \$2,600 total project cost to construct dog park features such as ramps and hurdles to be placed at the south Fargo Dog Park.

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the Fargo Park District Foundation Board recommendation to provide grant matching funds in the amount of \$15,000 to Post 2 Legion Baseball as presented to the Board. Upon call of the roll, the motion passed unanimously.

Commissioner Joe Deutsch moved and Commissioner Jerry Rostad seconded a motion to approve the Fargo Park District Foundation Board recommendation to provide grant matching funds in the amount of \$1,300.00 to Nicholas Dawson as presented to the Board. Upon call of the roll, the motion passed 4-0 with Commissioner Vicki Dawson abstaining from the vote.

Approval of Scope of the Island Park Pool Project

Dave Leker and Tony Wolf of Zerr Berg presented to the Board on this matter. It was noted that staff is looking for approval of the schematic design for the scope of the project. It was noted that the Park District had a stakeholders meeting and an open house to the public to obtain one last round of input. IT was noted that the staff is recommending the following features: 50M competition pool with diving well; lazy river; zero entry; 1 fly tyme slide; 1 tube side. It was noted that there were several discussions regarding slide height and making sure that the pool features fit in with the general nature of Island Park.

Commissioner Joe Deutsch moved and Commissioner Jerry Rostad seconded a motion to approve the scope of the Island Park Pool Project as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Initial Resolution Providing for the Issuance of General Obligation Park Facilities Bonds, Series 2023A

Dave Leker and Broc T. Lietz presented to the Board on this matter. It was noted that the proposed new general obligation bonds would go toward Phase 2 of the Fargo Sports Complex. It was noted that the first step in the process is to set the maximum amount of debt the Fargo Park District can take on regarding Phase 2 and that there is a 60 day objection period. It was noted that at the end of the objection period the Commissioners could lower the amount of debt the Park District would take on through the general obligation bonds. It was noted that if the Park District took on the full \$34,000,000 in general obligation bonds while also increasing the general fund by one mil, the Sports Complex could add 2 sheets of ice, 4 basketball courts, birthday party rooms, 2 community rooms and a playground. It was noted that any lesser amounts would result in removing some of those features.

Commissioner Hill noted that the Park District should do as much as it can now to maximize the Sports Complex while the project is in production and that staff and the Commissioners can use the next 60 days to narrow in on the scope of the project. Commission Rostad noted that the Sports Complex will be a big draw to the city of Fargo and the need and demand for the additional features remain present. Commissioner Deutsch noted that the Sports Complex would serve more than just team sports if it can add the walking courts, pickleball courts, party rooms. Commissioner Morgan noted that she has concerns with other projects being delayed including Island Park, Lindenwood, Yunker Farm and general maintenance. Commissioner Morgan noted that she has concerns with this much Park District resources going into one project. Commissioner Dawson noted that she does favor increasing the general fund by one mil in addition to taking on the general obligation bonds for \$34,000,000, and noted that the Park District budgets for capital project improvements as part of the annual budget process.

Prior to the motions to approve and the vote on the matter, Commissioner Hill left the meeting at 6:25pm.

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the Initial Resolution for the Issuance of General Obligation Park Facility Bonds, Series 2023A. Upon call of the roll, the motion passed 4-0 with Commissioner Hill leaving the meeting prior to the vote.

Prior to the following agenda item Commissioner Jerry Rostad left the meeting at 7:00pm.

Approval of Preliminary 2023 Budget

Dave Leker and Broc T. Lietz presented to the Board on this matter. It was noted that the 2023 proposed budget is balanced at a mill levy rate of 38.41. It was noted that this represents an increase of 4.55 mills from the previous year, with all 4.55 mills being associated with Phase 2 of the Fargo Sports Complex. It was noted that 3.55 mills are associated with the general obligation bonds associated with Phase 2 and that 1 mill would be an increase in the general fund to also be applied to Phase 2 of the Fargo Sports Complex. It was noted that the preliminary budget sets the maximum a subdivision is allowed to levy in the following year but that the mill levy can be decreased by the final submitted budget, due October 10, 2022. It was noted that taking out the \$34,000,000 in general obligation bonds and increasing the general fund mill by 1 mill would maximize the spending and debt capacity of the Park District going forward.

Commissioners Morgan, Dawson and Deutsch discussed the increase in the general fund mills and how it is associated with Phase 2 of the Fargo Sports Complex. Commissioner Dawson noted that she does not approve increasing the general fund by one mill and that staff and the commissioners need to find a path home to construct as many Phase 2 features as possible without increasing that general mill. Commissioner Deutsch noted that there as an initial scope of project for the Sports Complex and that the Park District should put those features into the Sports Complex.

Commissioner Joe Deutsch moved and Commissioner Dawn Morgan seconded a motion to approve the preliminary 2023 budget as originally presented to the Board. Upon call of the roll, the motion passed 2-1 Commissioners Deutsch and Morgan voting in favor of the motion, Commissioner Dawson voting against the motion, and Commissioners Hill and Rostad having left the meeting prior to the vote.

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 7:55 p.m.

Dave Leker, Clerk



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Enterprise Director

RE: Consent Agenda Item No. (d) – Approve updated Policy for use of Fargo Park District Golf Courses by the Public and Non-Public High Schools

The Park District has a Policy for use of the FPD Golf Courses by the Public and Non-Public High Schools that was adopted on March 9, 1999. Updating the policy was discussed at the spring meeting with the public and non-public school athletic directors. Throughout the summer discussions have been held between the golf pros, high school golf coaches and directors.

The reasons for the updates include:

- 1) The age of the policy
- 2) Since 1999 six golf teams have been added due to three public high schools opening in Fargo and West Fargo- Davies, Sheyenne, and Horace
- 3) Team sizes are growing at the high schools to 30-40 students trying out.
- 4) The student's skills vary. They may have no golf experience or be a season pass holder.
- 5) Post-COVID players have continued to fill tee times between 3:30-8:00 pm when golf teams practice

A copy of the original policy is in the packet. The proposed updates are shown on the attached copy. The current fee paid by the high school teams is \$629. Using the updated formula, the 2023 fee would increase to \$1,309.50 (3 x 3 x 4 x 6 x \$24.25 x 25%).

It was recommended at the August 31, 2022, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

If you should have any questions, please contact me prior to the Board Meeting.

Thank you.

Sample Motion: I make a motion to approve the Policy for use of Fargo Park District Golf Courses by the Public and Non-Public High Schools as presented.

Dave Leker, Executive Director
PARK COMMISSIONERS – Vicki Dawson * Joe Deutsch * Aaron Hill * Dawn Morgan * Jerry Rostad
CLERK – Dave Leker

POLICY FOR USE OF FARGO PARK DISTRICT GOLF COURSES BY THE FARGO PUBLIC AND NON-PUBLIC HIGH SCHOOLS

It is the desire of the Fargo Park District to coordinate access of the golf courses to the high school students, at the same time, understanding and balancing the needs of the general public.

The fee for the use of the golf courses will be \$475.00 per team per season. This will allow the following:

Four (4) tee times per day during the weekday. If the course is closed to play, an alternate course will be allowed to be used in the Park District. This schedule will need to be coordinated with each golf course.

The School District would like to be able to have a triangular golf meet with other teams throughout the season, generally once a week. This would require five (5) tee times and would need to start at an earlier time. Visiting teams would not be charged a fee for playing on the Fargo courses when one of the three teams is Fargo team. Driving range tokens will not be provided at no cost to the visiting teams. All tee times will need to be coordinated in advance with the golf course schedule.

Both Rose Creek and Edgewood cannot be occupied at the same time by the high schools. Any exceptions must have prior approval of the Park Board.

Along with the fee, the schools would be allowed one tournament per year, which could be scheduled during the weekday and/or possibly on the weekend. The EDC and/or State tournaments would be allowed in addition to the one tournament if Fargo was selected to host either of these tournaments.

Driving range tokens would be available during practices, tournaments and triangular meets at no additional charge. The number of token available for a practice will be limited to 20 per day. Any unused tokens should be returned to the pro-shop at the end of practice and can be used during following practices. Driving range tokens are only to be used by the golf team members and coaches during practices, tournaments and triangular meets. If the driving range tokens are used at any time other than what is listed above, the school might lose their privileges of using the driving range at no additional cost.

Golf carts are not included in the fee. Any coaches wishing to use golf carts would need to pay the regular rate at the proshop.

Each school would still be required to submit their schedules for the upcoming season in September of the prior year.

Dates requested for the EDC and/or State tournaments would need to be approved through the Fargo Park Board.

Board Approved: March 9, 1999

POLICY FOR USE OF FARGO PARK DISTRICT GOLF COURSES BY THE PUBLIC AND NON-PUBLIC HIGH SCHOOLS

It is the desire of the Fargo Park District (District) to coordinate access of the golf courses to the high school students, at the same time, understanding and balancing the needs of the general public. The District will charge a flat fee for the use of the golf courses per team per season. This flat fee is based upon the following assumptions: 1) up to three tee times per day, 2) average of three days per week available for tee times, 3) four players per tee time, 4) six-week season, 5) current 18-hole twilight rate and 5) apply a 75% discount. This will allow the following:

- Upon request, access will be granted to a high school golf team that would be comprised of no more than 20 players (10 Varsity/10 Junior Varsity). Golf course access will be limited to a maximum of (3) three high school golf teams per golf course.
- Access to the golf course will be limited to Three (3) tee times per day on Monday-Friday. This schedule will need to be coordinated with the golf professional. Tee-times may not be available on certain days of the week due to scheduled league activities.
- Schools will be allowed (1) one tournament per year that could be scheduled during the weekday and/or possibly on the weekend. Visiting teams will be charged for driving range tokens.
- Additional golf tournament requests must be coordinated with the golf professional and a decision will be based upon golf course availability. A team fee will be charged to each high school team participating in the tournament in the amount of \$60 per team that will cover green fees and range.
- The EDC and/or State tournaments would be allowed in addition to the one tournament if Fargo was selected to host either of these tournaments. Both Rose Creek and Edgewood cannot be occupied at the same time by any high school tournaments.
- Driving range access would be available during practices and tournaments at no additional charge for the high school team. The number of range balls available per practice will be limited to (1) one medium basket (60 golf balls) per player. Driving range tokens are only to be used by the golf team members and coaches during practices and tournaments. If the driving range tokens are used at any time other than what is listed above, the school might lose their privileges of using the driving range at no additional cost.
- Each high school would still be required to submit their schedules for the upcoming season in September of the prior year.
- Golf carts are not included in the fee. Any golf coach choosing to use a golf cart would need to pay the regular rate at the golf shop.
- Dates requested for the EDC and/or State tournaments would need to be approved by the golf professional.
- Requests for a middle school/intramural program in the fall will have the same access and conditions as the high school golf teams.

High School Golf Seasons

Spring:

- Varsity Boy's Golf (Class A)
- Varsity Boy's Golf (Class B)

Fall:

- Varsity Girl's Golf (Class A)
- Varsity Girl's Golf (Class B)

High School Golf Home Courses

Boy's Golf:

Rose Creek Golf Course

- Fargo Davies
- Fargo South

Edgewood Golf Course

- Fargo North

Osgood Golf Course

- Oak Grove Varsity
- Horace
- Shanley

Girl's Golf:

Rose Creek Golf Course

- Fargo South

Edgewood Golf Course

- Fargo North
- Oak Grove (JV)

Osgood Golf Course

- Oak Grove
- Sheyenne
- Shanley JV



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Enterprise Director

RE: Consent Agenda Item No. (e) – Approve recommendation and award proposal for Yunker Farm Master Plan consultant

The Park District advertised Requests for Proposals (RFP) for Master Planning Services for Yunker Farm. RFP were advertised on July 13, 20, and 27, 2022. Proposals were to be submitted on August 3, 2022.

Six Master Planning Services for Yunker Farm proposals were received. After review and scoring of the six proposals, the selection committee interviewed Norris Design and RDG Planning and Design. Interviews took place on August 15 and 16, 2022. Attached please find the scoring sheet for interview selections.

The interview team of the Park District Staff consisted of Broc Lietz, Finance Director; Dave Bietz, Parks Director; Tyler Kirchner, Park Planner; and Carolyn Boutain, Enterprise Director.

After the interviews, staff recommended Norris Design for Master Planning Services for Yunker Farm. The recommendation was brought forward at the August 31, 2022, Facilities Committee Meeting. At that meeting, it was requested to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve and award Norris Design for the Master Planning Services at Yunker Farm.

Fargo Park District

Master Plan Services for Yunker Farm

RFP Due, August 3rd, 2022; 1:00 pm

Initial Ranking of Proposals for Interview Selection

Firm Name	Project Approach (0-20)	Public Engagement Strategy (0-10)	Previous Experience with Similar Projects (0-20)	Key Personnel (0-15)	Current Project Workload (0-5)	Proposed Project Schedule (0-5)	Prior Experience with FPD/Public Sector Projects/ National Park Service (0-10)	Total Cost of Project (0-15)	Total Score	Ranking
RDG Planning & Design	98	49	97	72	5	28	40	75	464	2
Confluence	79	36	84	69	5	2	47	65	387	6
Michael J. Burns Architects	88	45	72	74	5	1	41	81	407	5
Norris Design	103	58	97	77	15	27	47	77	501	1
SEH	85	44	78	81	14	28	47	48	425	4
WSB	96	47	87	66	5	28	40	68	437	3



MASTER PLANNING SERVICES FOR FARGO YUNKER FARM PARK

Prepared for the
Fargo Park District

08.03.2022

LETTER OF INTEREST

NDND

**RE: MASTER PLANNING SERVICES FOR FARGO YUNKER FARM PARK**

Carolyn Boutain, Enterprise Director • cboutain@fargoparks.com
Fargo Park District • 701 Main Avenue • Fargo, North Dakota 58103

Dear Carolyn,

Great parks and trails are the culmination of intentional planning, an engaged community and public investment in a space that inspires creativity, health, social gathering and celebration! This Master Plan is clearly an intentional investment focused on the development of a conservancy park that serves the community, celebrates the Park's history, and increases public awareness of its amenities and natural beauty.

Norris Design will collaborate with Wade Kline and his team at KLJ to provide a strategic multi-disciplinary approach in the preparation of a Master Plan that will help define the Park's future. Community engagement will allow us to actively connect with the community to gather input, which will guide the priorities informing the Plan recommendations. **Our proven project management, experience collaborating together, and understanding of the Fargo community will connect and create relationships — generating community support and leading to a successful Master Plan that aligns with the opportunities, values and aspirations of the community.**

We pride ourselves on listening to and collaborating with our clients to get their projects to implementation, by leveraging our planning and design experience and continually demonstrating our success in delivering projects. **Our team supports creativity, connection and community to improve the quality of the built environment — for every person who will interact with a space. We put people first in every plan, every design and every brand we create.** We tailor our community engagement efforts to meet the expectations of the community. We maximize input by looking at all sides of an opportunity and implementing decisions through consensus. Strategic questionnaires, online stakeholder and community meetings, in person interviews, conceptual sketches, design workshops and public input events are some of the most impactful tools we use. This proven approach allows us to develop a collaborative vision that is supported by residents and community leaders.

Bill Mahar, AICP will serve as the Principal in Charge, leading the team and leveraging his parks and recreation experience, understanding of the Yunker Farm site and local government processes. Norris Design Senior Associate **Ryan Holdorf** will be the Project Manager, focus on implementing his master planning design expertise. **Kelley Savage, PLA** will provide site and master planning design support. **Wade Kline** and his team at **KLJ** will provide support with community and stakeholder engagement, utilizing their extensive Federal experience to address the National Park Services requirements and provide any high-level civil engineering review throughout the project.

Fostering consensus and stewardship opportunities will ultimately provide long-term support for the Park. The Norris Design team is prepared to deliver an inspiring, creative and achievable master plan with logical, community-supported goals and detailed plans for implementation.

We look forward to working with you and the Park District to help navigate this process, connect with the community and stakeholders and advance the mission of the Park District! If you have any questions, I can be reached at **303.892.1166** or by email at **bmahar@norris-design.com**.

Sincerely,

NORRIS DESIGN

BILL MAHAR
Principal, AICP | bmahar@norris-design.com
1101 Bannock Street | Denver, Colorado 80204



NORRIS DESIGN

1. PROJECT APPROACH

NDND

PROJECT MANAGEMENT

Principal in Charge Bill Mahar will serve as the primary point of contact. Ryan Holdorf will provide day-to-day management of the project. Throughout this project we will leverage the diverse and extensive capabilities of the larger Norris Design team as well as our teaming partners at KLJ.

The project team will initiate the master planning process by conducting a project kick-off meeting with the Fargo Park District (FPD) team and any relevant stakeholders. The group will discuss an initial map of existing conditions, project goals, protocols, the work plan, and establish project benchmarks to be included in a project schedule. The schedule will be updated routinely throughout the project. Due to our familiarity with the Fargo community, we will provide a list of potential key stakeholders and a community engagement plan for review and discussion.

We will set up bi-monthly meetings with FPD staff, which will include summaries of all project meetings. Some of these meetings will be in person, while others will be held virtually. A thorough quality control review process will be conducted prior to releasing any deliverables for review by committees or the public.



Wade Kline and his team at **KLJ** will provide support with community and stakeholder engagement, utilizing their extensive Federal experience to address the National Park Services requirements and provide any high-level civil engineering review.



DELIVERABLES

- Kick-off meeting with project team
- Project work plan and schedule
- Develop map of existing project conditions
- Meeting summary and next steps
- Stakeholder and community engagement plan



SITE INVENTORY & ANALYSIS

Our team recognizes that a successful master plan is the result of a detailed inventory and analysis process that is thoroughly vetted by FPD staff, elected officials, stakeholders and community members. This provides a foundation for the master plan process. The Norris Design team will begin the formative process of compiling data and information about the 55-acre Yunker Farm Park and associated uses.

SITE COMPONENTS & SURROUNDING COMMUNITY CONTEXT

We will research relevant historical information, City plans within the vicinity, perform a tree and landscape inventory and analysis, identify cultural and social assets and site amenities. We will also inventory the existing and adjacent infrastructure to identify opportunities for improvement. We will focus special attention to the conditions, gaps and opportunities in the pedestrian and bicycle network within proximity to the site. This initial study will determine spatial relationships, rank important site components, and build a series of foundational maps and a database to be used throughout the project.



SITE INVENTORY & ANALYSIS (CONTINUED)

ORGANIZATIONS & RELEVANT STAKEHOLDERS

We will meet with the various user groups within the property to understand their current operations and future needs as they pertain to the site inventory and analysis. The North Plains Botanical Garden Society plays a significant role within this site, so we will convene a specific meeting with them to understand their long-term plans and how they can be engaged throughout this process. Furthermore, we believe it is important to meet with landowners and important user groups within proximity of the site, such as leadership at McKinley Elementary, the Kerber family that owns the Pony Farm to the north, and other relevant nearby property owners and organizations.



INVENTORY & ANALYSIS

The Norris Design team will conduct an inventory and analysis of existing conservation parks and open spaces within the Fargo-Moorhead (FM) area to determine what uses and features are present and identify ideas that may warrant consideration for this site. Furthermore, we will develop a comparative analysis of conservancy parks from similar sized cities to identify strategies, design concepts and best practices that may help inform this process. This document will be provided as a voluntary alternate.

DELIVERABLES

- Site and adjacent area inventory and analysis maps and documents
- Summary of meetings with site and adjacent organizations
- Inventory and analysis of FM area Conservancy Parks
- Comparative analysis of regional Conservancy Parks
- Meetings with FPD staff and relevant stakeholders to review documents and maps from this project phase

PUBLIC & STAKEHOLDER ENGAGEMENT

We believe that the most successful master plans are firmly grounded in community and stakeholder engagement. Public meetings, either in-person or virtual, allow us to gather information on the needs of residents, recreation user groups and other stakeholders. This process fosters trust and enables the team to address key issues and feedback throughout the planning process.

During this phase of the project, Norris Design will meet with the public and share the initial findings from the park inventory and data collection process. Our team believes numerous options should be made available to engage the public and stakeholders — such as in-person public meetings and attending and gaining feedback at various community events like the Red River Farmer’s Market.

We are experienced in facilitating various engagement approaches, ranging from questionnaires to infographics, and user-friendly online platforms like Bang the Table and MindMixer. Our [customized virtual meeting room](#) also frequently leads to successful community engagement outcomes.

CITIZEN ADVISORY COMMITTEE & COMMUNITY GROUPS

We will work with the FPD team to identify community members and organizations for participation in a Citizen Advisory Committee (CAC). This steering group would represent various entities throughout the community and provide feedback on the process. We would anticipate engaging with the CAC two to three times during the planning process. To build further support beyond the CAC, we’d like to consider other community groups and organizations that we could enlist to participate in community events — the NDSU Landscape Architecture students, providing updates to the Park Board, Fargo Planning Commission and the Northern Plains Botanic Garden Society Board.



DELIVERABLES

- Conduct two to three meetings with the CAC
- Develop online tools and approach
- Develop engagement resources, such as media updates, questionnaires, meeting graphics and presentations
- Conduct two public meetings
- Meet with various stakeholders and community organizations
- Provide a booth at community events to gain feedback



MASTER PLAN

The final Master Plan will be a publication-ready document that can be printed or accessible online. It will contain all aspects of the project: inventory and analysis, comparative analysis, proposed programming ideas, high-level cost ranking, summary of community engagement and funding resources, conceptual 2D plan graphics, and 3D visualizations to support the Master Plan concepts and meet the National Park Service guidelines. This document would also include an executive summary and phasing and cost considerations to help prioritize site improvements. It's also important to remind the community that the adopted master plan is a dynamic document that outlines a best approximation on how to achieve the short and long-term goals of the Park as provided by the community and stakeholder group.



PHASING & COST CONSIDERATIONS

The strategic phasing of Yunker Farm Park will align with the priorities established in the adopted Master Plan. The phased approach will look at early- (0-5 years), mid- (5-10 years) and long-range (10-25 years) goals. The phasing would be further organized by using a 2D plan that highlights how ranked items integrate into the plan. Second, an estimate of probable cost would be provided and broken out by phase. The Norris Design team also has extensive experience supporting our public partners with grant writing assistance to help navigate the process. This document will be provided as a voluntary alternative.

DELIVERABLES

- Master Plan executive summary
- Full Master Plan document
- Phasing and estimate of probable cost
- Grant funding resources



PROJECT TIMELINE

TASK	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
	2022	2022	2022	2022	2023	2023	2023	2023
Team meetings (twice a month)		* ○	○	○	○	○	○	○
Citizen advisory committee		○				○		
Design charrette (two)		○		○				
Stakeholder involvement (Board presentations, community groups, check in with stakeholders)								
Inventory and analysis								
Public input meetings (two)			○			○		
Master Plan development								
Fargo Park Board Master Plan (approval)								

PROJECT TIMELINE NOTES

- The kick-off meeting will occur in the fourth week of September 2022 as indicated by the ✨ in the 'Team meetings' line — team meetings will occur twice monthly following the kick-off meeting
- The second CAC meeting will be in the latter half of February 2023 to align with the public input meeting also scheduled for that month
- The first public input meeting will occur the week before Thanksgiving 2022
- The second public input meeting will occur in mid- to late February 2023
- A draft of the Master Plan will be available in mid-February 2023 as part of the Master Plan development
- Meetings are represented in the schedule above using the ○ symbol

2. APPLICABLE EXPERIENCE

ND

Ken Mitchell Park & Open Space Master Plan

Brighton, Colorado

The 672-acre Ken Mitchell Park & Open Space is bounded by State Highway 7 (E. 160th Avenue) on the north; residential, parks, and commercial development on the east; the E-470 toll road on the south and the South Platte River to the west. The master plan will expand the existing open space and enhance the acreage, which includes the South Platte River Wildlife Habitat Restoration. The park will also acquire a 55-acre parcel of land on the south side and a 16-acre parcel at the existing Aichelman parcel. Planning services are complete and phased design documents are underway.

REFERENCE: Travis Haines, Director of Parks & Open Space City of Brighton | thaines@brightonco.gov | 303.655.2086



Brighton Japanese American Association (BJAA) Park

Brighton, Colorado

BJAA Park was an existing 6-acre baseball park originally dedicated in 1958. Hand-built by members of the community, the Park is located in a residential neighborhood and celebrates the Japanese heritage of Brighton's history. Throughout the project, the design team aimed to maintain the Park's athletic functionality while enhancing its aesthetics and embracing its history and heritage. The design team focused on design elements and programming between the ball field and tennis courts to activate the space and introduce a pedestrian experience through the Park. The design is reminiscent of a Japanese Zen garden, incorporating a rock garden for contemplative thought, seating, carved stones with meaningful quotes from the community's history and a bright red Japanese torii gateway at the entrance to the park, which has become a landmark characteristic.

REFERENCE: Travis Haines, Director of Parks & Open Space City of Brighton | thaines@brightonco.gov | 303.655.2086



Fargo Riverfront Master Plan*

Fargo, North Dakota

As a city planner for the City of Fargo, Bill led the development of the Fargo Riverfront Master Plan. This 40-acre master plan process involved various stakeholders and design strategies that supported flood protection measures, was informed by previous studies and helped connect the Fargo and Moorhead communities to the riverfront. The plan provided the foundation for the design of the Veteran's Memorial Bridge, Wildflower Grove and provided an overall vision that supported downtown development.

REFERENCE: Jim Gilmour, Director of Strategic Planning & Research | City of Fargo | jgilmour@fargond.gov | 701.241.1476



*Bill Mahar completed this project prior to joining Norris Design



Royal Gorge Bridge & Park Visitor Center & Master Plan

Cañon City, Colorado

Norris Design worked on the visitor center design and master planning at the Royal Gorge Bridge and Park. The project involved master planning, landscape architecture, funding analysis, 3D graphics and other promotional materials to support funding efforts. Norris Design previously worked at the site, planning and designing for the Dinosaur Museum, History Center and Nature Center. We also completed the landscape architectural renovation at the park when it was virtually destroyed by a wildfire in 2013.

REFERENCE: Jeremy Boswell, Vice President of Park Operations Royal Gorge Bridge & Park
 jboswell@royalgorgebridge.com 719.276.8311

Howelsen Hill Rodeo Grounds Master Plan

Steamboat, Colorado

Norris Design developed a master plan for the historic rodeo grounds in downtown Steamboat Springs, Colorado. The rodeo grounds are located in Howelsen Hill Park, which is home to the City's ice arena, baseball fields, ski jumping facilities and multi-use trails. A goal for the master plan was to improve the facilities so that additional events could take place in the space and the rodeo could attract additional users. The master planning process included focus groups with various equestrian and rodeo users, maintenance and marketing staff, and the rodeo board.

REFERENCE: John Overstreet, Director | City of Steamboat | N/A*



*John Overstreet was Director at the time this project was completed but is no longer with the City

Norris Design has developed virtual reality communication tools to support our clients and communities through the planning and design process. Our **virtual community meeting room** is flexible, user-friendly and provides a real-time ability for stakeholders to review materials, provide input and gain understanding of the plan and process.



Click here to view an example virtual meeting room: www.norris-design.com/nd-virtual-room

3. KEY PERSONNEL

NDND



BILL MAHAR PRINCIPAL, AICP

bmahar@norris-design.com

EDUCATION

Master of Urban Design & Landscape Architecture

University of Colorado-Denver, 2009

Bachelor of Landscape Architecture & Environmental Design

North Dakota State University, 2007

WORK EXPERIENCE

Norris Design

2015 - Present

Bill Mahar has more than 22 years of professional experience in urban planning, landscape architecture, active transportation, and public health and the built environment. He is well-versed at successfully managing complex and controversial projects and is uniquely skilled at helping the public and community leaders develop a collaborative vision and achievable goals for projects and processes. Bill's extensive experience in public processes provides him with a comprehensive understanding of all likely aspects of this planning process. **Bill has 20+ years of experience and will be 35% available to work on this project.**

SELECT RELEVANT PROJECT EXPERIENCE

City of Fargo Comprehensive Trails & Open Space Plan, Fargo, ND*

City of Fargo Downtown Sidewalk Assessment Plan, Fargo, ND*

City of Fargo Riverfront Master Plan, Fargo, ND*

City of Lakewood Trails Inventory & Assessment, Lakewood, CO

Fargo-Moorhead Metropolitan Bicycle & Pedestrian Master Plan, Fargo, ND*

Global Campus School Yard Master Plan, Mapleton School District, CO*

Jefferson County Trails Plan, Jefferson County, CO

Murphy Creek East Neighborhood Master Plan, Aurora, CO

Safe Routes to School & Bennett School Yard Master Plan, Bennett, CO*

Town of Bennett Parks, Trails & Open Space Master Plan Update, Bennett, CO

Town of Severance Parks & Recreation Master Plan, Severance, CO

Town of Severance Transportation Master Plan, Severance, CO

*completed prior to joining Norris Design



RYAN HOLDORF SENIOR ASSOCIATE

rholdorf@norris-design.com

EDUCATION

Master of Landscape Architecture

University of Minnesota, 2004

WORK EXPERIENCE

Norris Design

2014 - Present

AWARDS & RECOGNITION

ASLA Colorado (ASLA CO) Merit Award, Deputy Zack S. Parrish III Memorial Park, 2019

Ryan has worked to build lasting and memorable spaces throughout the Colorado Front Range for more than 18 years and recently relocated to Minneapolis. Driven by his passion to create functional and lasting designs, he is proud to work in urban and rural landscapes throughout Colorado, the Western mountain region and the greater United States. Ryan's focus is helping to create memorable spaces for generations to come.

Ryan is noted by his professional peers for his ability to champion large and small scale projects with practical and innovative design solutions. He is a member of the American Society of Landscape Architects and is active in his community.

Ryan has 21 years of experience and will be 40% available to work on this project.

SELECT RELEVANT PROJECT EXPERIENCE

APEX Fitzmorris Recreation Center & Pool, Arvada, CO

APEX Park & Recreation District, Arvada, CO

APEX Secrest Recreation Center, Arvada, CO

Benedict Fountain Park Landscape & Site Renovation, Denver, CO*

Bison Ridge Recreation Center, Commerce City, CO

Cobblestone Ranch Park, Castle Rock, CO

Commerce City Multi-Modal Active Transportation Plan, Commerce City, CO*

Douglas County Moore Road Master Plan, Littleton, CO

Fort Morgan Campus Master Plan Complex, Fort Morgan, CO

Ken Mitchell Park & Open Space Master Plan, Brighton, CO

Northern Range Loop Trail Master Plan, Commerce City, CO*

*completed prior to joining Norris Design



KELLEY SAVAGE PRINCIPAL, PLA, CLARB
ksavage@norris-design.com

EDUCATION

Bachelor of Science, Landscape Architecture
Colorado State University, Cum Laude, 1994

WORK EXPERIENCE

Norris Design
2019 – Present

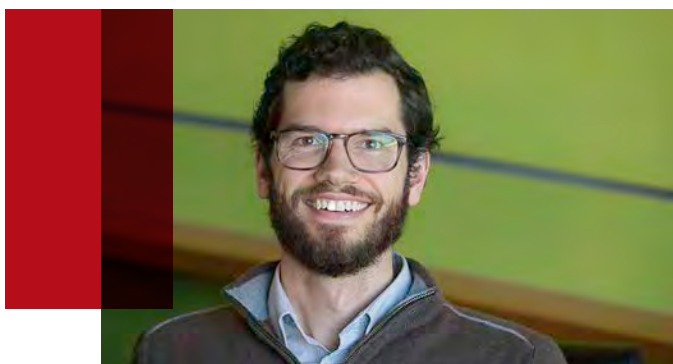
AWARDS & RECOGNITION

Colorado Parks & Recreation Association, Columbine Award for Park Renovation Design, Clement Park Phase C, 2020

Kelley Savage is a Principal in Norris Design’s Fort Collins office and a registered professional landscape architect with 28 years of experience. Her experience includes parks and recreation, trails and open space, urban design, streetscape and higher education projects. Kelley is also skilled in public engagement, having coordinated with public and private organizations and stakeholders including federal, state and local agencies. Kelley is focused on integrated solutions and the expression of community values through thoughtful landscape design and construction. Her context appropriate design solutions create and capture a sense of place, while considering client capital and long-term maintenance costs. **Kelley has 28 years of experience and will be 10% available to work on this project.**

SELECT RELEVANT PROJECT EXPERIENCE

- National Park Service (NPS) Gros Ventre Campground Improvements
Environmental Assessment, Grand Teton National Park, WY*
 - NPS Upper Pines Campground Renovations Environmental Assessment,
Yosemite National Park, CA*
 - NPS Wahweap & Bullfrog Campgrounds, Glen Canyon National Recreation
Area, AZ & UT*
 - Silos Recreation Area Master Plan, Townsend, MT
 - Silverbow Greenway, Butte, MT*
 - United States Forest Service (USFS) Chimney Rock National Monument
Visitor Center, Chimney Rock, CO*
 - USFS Continental Divide Trails Environmental Assessment, Leadville, CO*
 - Waverly Dry Creek Improvements, Waverly, IA*
- *completed prior to joining Norris Design



ANDREW LYONS ASSOCIATE, PLA
alyons@norris-design.com

EDUCATION

Bachelor of Landscape Architecture
Pennsylvania State University, 2011

WORK EXPERIENCE

Norris Design
2019 – Present

AWARDS & RECOGNITION

Veronica Burns Lucas Travel Award in Landscape Architecture, 2011

Andrew Lyons is a landscape architect with a background in mixed-use planning and design as well as residential design-build. His recent experience includes projects that range in size from 100-acre residential developments to smaller urban planting and hardscape designs. Andrew began his professional career in the greater Washington, DC metro area. Bringing knowledge of creative and conceptual designs, long term strategic planning, and attention to detail, Andrew joined Norris Design’s Denver team to pursue his passion for blending creative designs with realistic problem-solving strategies for land design and development. **Andrew has 10 years of experience and will be 25% available to work on this project.**

SELECT RELEVANT PROJECT EXPERIENCE

- Baseline East Village Multifamily, Broomfield, CO
 - Baseline Parkside East, Broomfield, CO
 - Downtown Denver Marriott, Denver, CO
 - Eastlake Station South, Thornton, CO
 - Greenbelt Station, Greenbelt, MD*
 - Largo Town Center, Upper Marlboro, MD*
 - Link at Colfax & Peoria, Aurora, CO
 - The Apartments at Greenways, Colorado Springs, CO
 - The Marlowe at Colfax & Elm, Denver, CO
 - Toll Brothers Santa Fe, Littleton, CO
 - Westminster Row Block B-4, Westminster, CO
- *completed prior to joining Norris Design

4. TOTAL COST OF PROJECT

ND

TOTAL COST OF PROJECT

<p>PROJECT MANAGEMENT & MEETINGS (includes kick-off meeting and team meetings with staff)</p>	<p>\$11,000</p>
<p>INVENTORY & ANALYSIS</p>	<p>\$6,500</p>
<p>PUBLIC & STAKEHOLDER ENGAGEMENT (includes two Citizen Advisory Committee meetings and two public input meetings)</p>	<p>\$20,000</p>
<p>MASTER PLAN DEVELOPMENT (includes draft park concept diagrams, draft master plan and two design charettes with Fargo Park District staff)</p>	<p>\$48,300</p>
<p>TOTAL COST OF PROJECT</p>	<p>\$85,800</p>

VOLUNTARY ALTERNATES

We've identified two (2) deliverables in our proposal that are not directly requested in the scope. These include a Conservancy Park Comparative Analysis and a study of grant funding resources. We believe these deliverables will enhance the final Master Plan document by outlining additional funding opportunities and design trends that will ensure the park is a success. The Norris Design team can add these to the scope upon approval by the Fargo Park District for a cost of \$2,200 for both deliverables. These are not currently included in the total cost of project as shown above.



1101 Bannock Street
Denver, Colorado 80204

P 303.892.1166

Austin | Dallas | Denver | Flagstaff | Fort Collins | Frisco | Phoenix | Tucson | Tulsa

www.norris-design.com


NORRIS DESIGN



REQUEST FOR PROPOSAL
**MASTER PLANNING
SERVICES FOR YUNKER
FARM PARK**

Submitted by:

RDg...
PLANNING • DESIGN

August 3, 2022



Dear Carolyn and Members of the Selection Committee,

We are truly grateful for the opportunity to provide this proposal for your review. The following pages offer an overview of the skillset, dedication and strategic thinking we hope to continue providing you. We are a team of experts in park master planning, public engagement and historic preservation. We are excited by the prospect of contributing these talents to the service of the Fargo Park District and the Fargo Moorhead community.

After reviewing the Master Plan RFP, we understand that there are multiple interesting nuances to this project and are confident in our ability to help you envision a future for this park that reconciles (1) contemporary community needs, (2) the rich history embedded in the site and (3) the requirements of the National Park Service.

Unique among other firms, RDG offers a collaborative in-house design team of landscape architects, community outreach specialists, planners, architects, graphic/experiential designers and artists. We have assembled the ideal team specifically equipped to address the nuances of this project and who have the project bandwidth to devote the requisite focus to this project.

Key aspects of our team and proposal include:

- **Extensive Park Master Planning, Design, and Construction Experience.** We know parks! We value them at our core and recognize their impact in our communities. With that in mind, we seek to involve ourselves in park processes from the compressive plan phase through the design and construction phases. Our knowledge of construction and maintenance influences our master planning work for the better and vice versa – resulting in creative, yet feasible solutions.
- **Collaborative Public Engagement.** Our team values a strong public outreach effort that educates and informs the community about the project. We also believe that the best ideas and concepts will be influenced, if not provided, by the public. To that end we are incredibly intentional about ensuring the public engagement is as robust as a project is able to allow.
- **Threading the Needle.** Respecting history when planning for the future of a park, let alone a building, is a robust task and can be a daunting challenge. Our team is capable of assessing the historic farmhouse to see what program opportunities lie within its storied walls. We look forward to facing this unique challenge with you.

Thank you for the opportunity to aid the Fargo Park District in improving the lifestyle of the FM community by contributing to the strategic vision of key parks within the FPD system. We appreciate your consideration of our team's experience and we would be honored to join you in the next step of the process.



Kene Okigbo, PLA, ASLA
Landscape Architect | Project Manager
RDG Planning & Design
kokigbo@rdgusa.com



Mike Bell, PLA, ASLA
Landscape Architect | Park Master Plan Specialist
RDG Planning & Design
mbell@rdgusa.com

APPROACH

After reviewing the RFP, we believe the selected team must focus on the following key components for this design effort to be successful.

COMMUNITY ENGAGEMENT AND PROJECT MANAGEMENT

- *Objective: To establish a complete public engagement process which assures the voices of stakeholders and community residents contribute to the master planning effort.*
- **Community Engagement Approach**
 - » A strong management program that features continuing communication with a staff, steering committee, and a community stakeholder committee is critical to the success of the planning effort. The purpose of the stakeholder group is to provide community context and subtext to influence the master plan. The purpose of the steering committee is to vet and validate this context, ensuring the trajectory of the project continues to align with the initial project goals and objectives.

- **Community Engagement Elements***
 - » **Website Content.** The design team will produce content to be used for the project portal on the FPD's website as a center for project information, communication, and public input
 - » **Online Survey.** We will utilize online surveys to expand the reach of engagement participants.
 - » **Social Media.** We will work with the City to develop content on higher-profile, public-facing events for social media portals to advertise public events and workshops.
 - » **Open House.** We will host virtual and in-person Open Houses to educate the public as to project process and to elicit their comments and feedback as to the future of Yunker Farm Park.
 - » **Design Workshop.** We will host a Public Design Workshop to inform the public on the design process and to elicit their input and feedback.

**Some of these items may be reflected in subsequent tasks.*



APPROACH

TASK 1 | \$26,790

DISCOVERY & EXISTING CONDITIONS ASSESSMENT

- *Objective: To evaluate the quality and condition of the project area's physical systems and to identify opportunities to be vetted in future concept development*
- Discovery Elements
 - » **Kick-Off Meeting (virtual).** The design team will review scope and schedule while discussing the public engagement plan. The Steering Committee (city staff) will be asked to state their goals and objectives for the project, outlining how they would define success in the project at different milestones; 5, 10, 15, and 20 years. At this meeting the design team will seek to gather existing mapping information from the City including prior draft concepts, illustrative graphics, and/or models. If no one, we will put emphasis on the site tour to ensure site specifics are well understood.
 - » **Base Mapping.** We will compile existing digital maps, collating tree inventory, infrastructure, encumbrances, cultural assets, amenities, and other existing conditions on and around Yunker Farm Park.
 - » **On-Site #01**
 - Tour – The design team, with City staff, will tour the park and its structures.
 - Listening Sessions – The design team will meet with constituent groups to discuss past challenges and future opportunities on the site.
 - Design Workshop – The design team will give a brief presentation on the project background and then host various stations to allow for public input. Activities for children will be included in planning to include young perspectives in future designs.
 - » **Online Survey**
 - The design team will ask targeted questions to gain valuable feedback related to program, aesthetics, and scale. This is designed to provide an opportunity for those unable to attend the Public Workshop to still engage with the process.

TASK 2 | \$13,605

CONCEPT DEVELOPMENT

- *Objective: To define the essence and story of Yunker Farm Park. To understand relationships between potential program elements.*
- Concept Development Elements
 - » **Virtual Meetings.** Design Team will host virtual meetings with Steering and Stakeholder Committees to report back on the workshop and community survey.
 - » **Development of Concepts.** The Design Team will work to develop multiple unique concepts based on the site tour,

open house, and feedback from both committees.

- » **Expected Concept Considerations Include:** playground equipment, site furniture, restrooms, parking areas, historic buildings, wayfinding, sidewalks, gathering spaces, botanical gardens, tree nursery, and other public recreation opportunities

TASK 3 | \$26,365

CONCEPT REFINEMENT

- *Objective: To advance the concept designs and to distill them into 1 concept design*
- Concept Refinement Elements
 - » **Virtual Meetings.** The design team will meeting with Steering and Stakeholder committees to collate best features from the design concepts and condense them into 1 final concept.
 - » **Distill Concepts.** The design team will take the comments from the Steering and Stakeholder committees and condense them into a singular concept which will then be presented to the public during On-Site #02.
 - » **On-Site #02**
 - Public Open House – The design team will give a presentation on the design process and the master plan concept. This is an opportunity for the public to influence the master plan before the final version. Families with young children are encouraged to be a part of this event.

TASK 4 | \$17,255

FINALIZE MASTER PLAN

- *Objective: To hone the latest concept into the final master plan design*
- Plan Finalization Elements
 - » **Virtual Meetings.** The design team will meet with Steering and Stakeholder committees to refine the verify that plan refinements align with the initial goals and objectives of the project.
 - » **Finalized Master Plan.** Comments from both committees and the public workshop will be incorporated into the final design.
 - » **Construction Phasing Plan.** The design team will work with City staff to develop a realistic and feasible phasing plan for proposed improvements delineated in the Final Yunker Farm Parks Master Plan. The phasing plan will be separated into key milestones at 5, 10, 15, and 20 years. This Phasing Plan may be formatted in a way that lends itself to be utilized as a supplement to the compliance reports submitted by FPS to the National Park Service on



APPROACH

» **On-Site #03**

- Board Presentation – The design team will present the final master plan to the public and the Fargo Park District Board

» **Final Deliverable** The design team will package and share the final Yunker Farm Park Master Plan with the Fargo Park District.

Total Fee: \$84,015

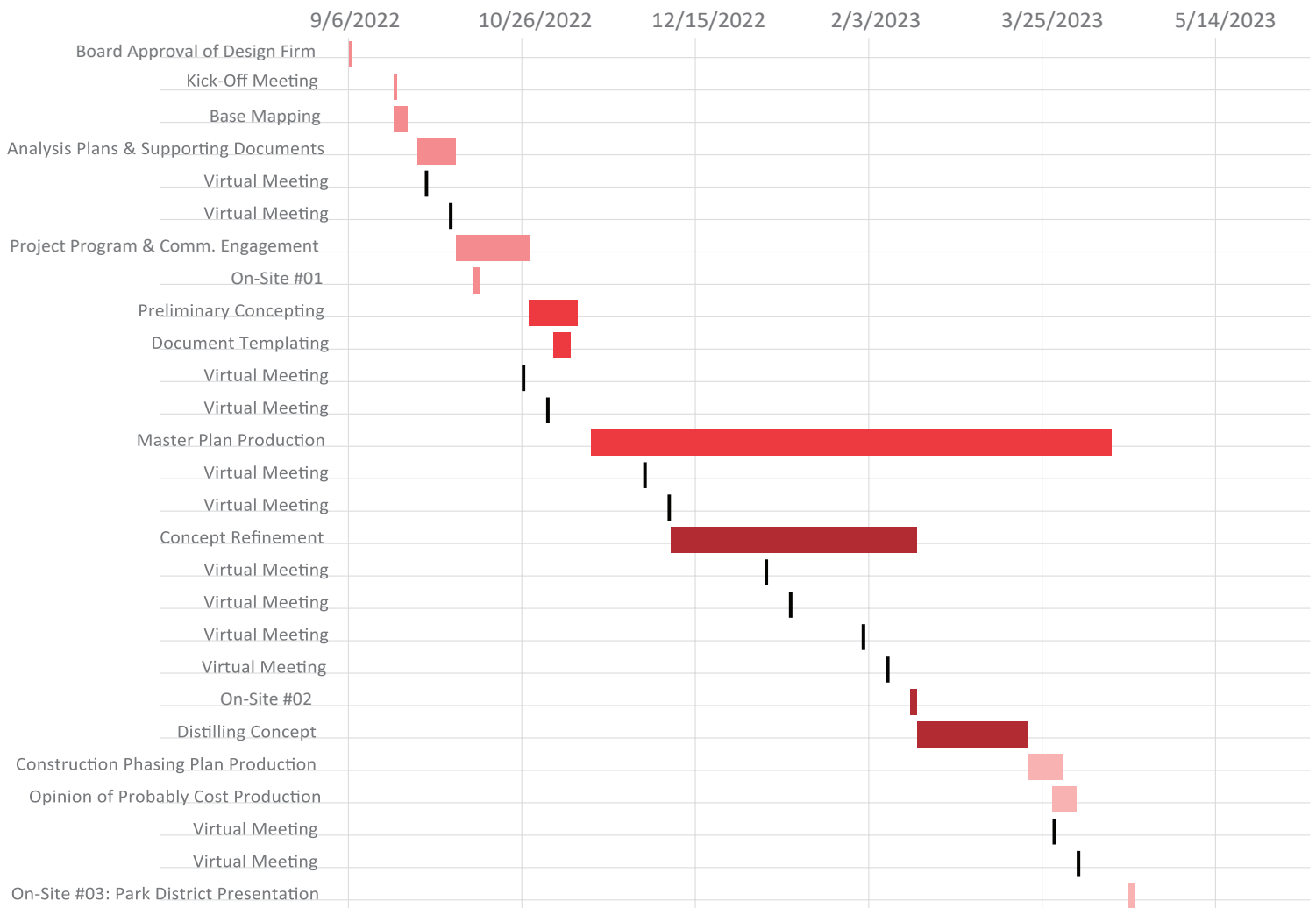
ADDITIONAL SERVICES

- Custom Project Website - \$3,200
 - » We would create and manage a custom website that can either be embedded within the Fargo Parks webpage or can be accessed through a custom URL established for this project.
 - Public Comment Map: This feature allows members of the public to drop pins and report challenges or opportunities directly on a virtual map, exactly where a challenge or opportunity takes place.

- Custom “Virtual Open House:” We would create a custom web page recreating an Open House room, with interactive boards for people unable to attend an inperson Open House to learn about the project.

- Site Survey - Pending
 - » We would contract with a local surveying company to produce a detailed model of tree inventory, site topography, and surrounding utilities.
- Park Signage & Wayfinding Design Guidelines - \$10,220
 - » We would produce a comprehensive guidelines document including a park “graphic mark” and concepts for monument, pedestrian directional, and interpretive signage. This document would align with the Fargo Park District brand guidelines.

PROJECT SCHEDULE

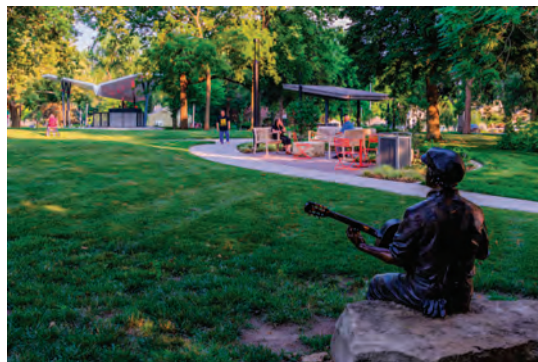




THOMPSON PARK MASTER PLAN

Overland Park, KS

RDG collaborated with the city staff, City Council, Steering Committee and citizens to develop a master plan for Thompson Park, a 3.8-acre park in the heart of Overland Park. Four initial plans were proposed to the community, including two that recommended moving the city's farmers market to the park from its current downtown location. Four guiding principles were core to each plan: appreciate the greenspace, become a definitive park destination, anticipate the future and support the downtown. "Park Stroll," a design that did not include a farmer's market, was selected and constructed in 2019.



Reference:

Scott Shierk, Manager, Parks and Forestry at City of Overland Park
913.895.6000 | scott.shierk@opkansas.org





COMPREHENSIVE PARKS, TRAILS AND OPEN SPACES MASTER PLAN

Dubuque City, IA

RDG led an 18-month comprehensive parks planning effort to help establish a twenty-year vision for Dubuque County Parks. This planning effort was focused on preserving and protecting the natural landscape while elevating the quality of life for users—effectively balancing the recreational demands with natural environment. Significant attention was paid to improving user access, educating the public (and K-12 students), building awareness of the park system and growing the constituency of conservation supporters. Special factors included the use of geo-spatial modeling, including an analysis of karst depressions acquisition, the integration of watershed plans (watershed protection) and a species richness model to target high-quality habitats for protection.

> SEPTEMBER 2020

**DUBUQUE COUNTY
CONSERVATION**
COMPREHENSIVE PARKS, TRAILS
AND OPEN SPACES PLAN



Reference:

Brian Preston, Executive Director, Dubuque County Conservation Board
563.590.1043 | brian.preston@dubuquecounty.us





BIG BULL CREEK PARK

Edgerton, KS

The Big Bull Creek Park Master Plan provides a clear and comprehensive development strategy for a park which will strengthen the legacy of high-quality recreation opportunities in Johnson County, Kansas. The park, which is just under 2,000 acres in size, and offers recreation amenities that are unmatched in the Kansas City Metropolitan area. This strategic plan set the development goals for this exciting park for the next ten to twenty years, though the vision and mission discussed in this master plan should set the tone for all development in the park's future.

After a conducted the successful master planning exercise, RDG designed the first phase of park implementation for Big Bull Creek Park. Two areas were included in that first phase, a large public entrance, including a parking lot, shelters, plumbed restroom, nature play, water play, and creek play areas. The second area was the start of a group-oriented campground, with improvements that included a new parking lot, shelter, plumbed restroom, and ADA-accessible tent pad.



Reference

Megan Merryman, Johnson County Park & Recreation District
913.826.3427 | megan.merryman@jocogov.org



ISLAND PARK MASTER PLAN

Fargo, ND

RDG Planning & Design, in partnership with AGL Landscape Architects, collaborated with the City of Fargo Park District to establish a 20 year vision for one of the city's most historic and iconic parks. The process included a blended virtual and in-person community engagement approach and concluded with a phased set of recommendations that reflect the interests of both the community and the Park District.



Reference

Dave Leker, Executive Director, Fargo Park District
701.499.6060 | dleker@fargoparks.com





LA VISTA CIVIC CENTER PARK

La Vista, NE

The Civic Center Park Master Plan is the culmination of months of dedicated community engagement and brainstorming. The park master plan had to connect numerous disparate programs in the surrounding area including ball fields, aquatic centers, City Hall complex, existing parks, impaired streams, schools, and residential neighborhoods. RDG developed a park plan for this 56 acre site, which focuses on water access and trail facilities, while highlighting the natural and biological processes which make the site so important. The end result: a robust and rooted icon for the community of La Vista.



Reference

Chris Solberg, City Planner, City of La Vista
402.593.6400 | CSolberg@cityoflavista.org



FOREST GROVE PARK MASTER PLAN

Bettendorf, IA

In addition to master planning Forest Grove Park, RDG created a land use plan for approximately 400 acres of property contiguous with the Park. Through this land use plan, RDG was able to recommend future development patterns that minimize environmental impact, create shared vehicular and trail transportation corridors, maximize public and private investment, and establish long-range natural resource management strategies. Phase 1 improvements—located on the southeast corner of the Park, or “Community Corner,” adjacent to single-family residential neighborhoods—were designed in 2014 and constructed in 2015. The architectural character, aesthetics, ecological stormwater management elements and reconstructed prairie areas completed in Phase 1 establish the vernacular for future phases of the Park.



Reference

Steve Grimes, Director of Parks and Recreation
City of Bettendorf
sgrimes@bettendorf.org





**KENE
OKIGBO** PLA, ASLA

Landscape Architect | Project Manager
kokigbo@rdgusa.com

Kene has been involved with projects in the markets of parks and recreation, universities, sports facilities and urban design. Kene is passionate about creating a product that impacts the community and is fascinated by how rejuvenating existing spaces can create vibrant new environments which more appropriately serve the community. Kene's goal in every project is to communicate the identity of a community through a compelling design.

City of Fargo Park District – Fargo, ND

- Island Park Master Plan

City of Overland Park – Overland Park, Kansas

- Thompson Park Master Plan
- Thompson Park

Natrona County Conservation – Natrona, Wyoming

- Park Signage and Wayfinding

City of Casper – Casper, Wyoming

- Wayfinding Master Plan

Papio-Missouri River Natural Resource District –

Omaha, Nebraska

- Beltline Trail Master Plan
- Beltline Trail Phases 1 & 2

Kansas Department of Wildlife, Parks and Tourism –

Topeka, Kansas

- State Parks Signage
- Flint Hills Nature Trail Signage

Mount Marty University – Yankton, South Dakota

- Ruth Donohoe First Dakota Fieldhouse

University of North Dakota – Grand Forks, North Dakota

- Campus Parking Lots & Open Spaces
- Signage and Wayfinding Master Plan

Omaha Public Schools – Omaha, Nebraska

- 42nd & University Middle School
- Middle School Track and Field



**A. MICHAEL
BELL** PLA, ASLA

**Landscape Architect & Park Master Plan
Specialist | mbell@rdgusa.com**

Mike has worked at RDG for over 25 years, and has served as a partner for the past 18 years. He has worked on a variety of Park and Recreation projects that span the Midwest including comprehensive planning, strategic planning and design. Mike has a great interest in how the built and natural environment impacts public health and wellbeing and how to measure the public benefits. He currently co-chairs “Healthy People, Healthy Places,” an Iowa organization.

Island Park Master Plan – Fargo, ND

City of Moore – Central Park Master Plan – Moore, Oklahoma

The Nature Conservancy – Lower Cedar Valley Master Plan – Eastern Iowa

Polk County Conservation – Jester Park Master Plan – Granger, Iowa

Klopfenstein Amphitheater for the Performing Arts – Marion, Iowa

Low Park Arts & Environmental Center – Marion, Iowa

Low Park Master Plan – Marion, Iowa

LiveDSM Des Moines – Comprehensive Parks and Recreation Plan – Des Moines, Iowa

City of Iowa City – Parks System Master Plan – Iowa City, Iowa

City of Ankeny – Prairie Trail Parks, Trail and Open Space Master Plan – Ankeny Iowa

Water Works Park – Master Plan – Des Moines, Iowa

City of Sioux Center – Parks & Recreation Strategic Plan – Sioux Center, Iowa

City of North Liberty – Parks Facility Master Plan – North Liberty, Iowa

City of Sheldon – Parks & Recreation Master Plan – Sheldon, Iowa

City of Sheldon – Cross Roads Park Master Plan – Sheldon, Iowa

City of Bettendorf – Forest Grove Park – Bettendorf, Iowa

Polk County Conservation – Thomas Mitchell Park Master Plan – Mitchellville, Iowa

Polk County Conservation – Fort Des Moines Park Master Plan – Des Moines, Iowa

Iowa Department of Natural Resources – Iowa State Parks Design Guide – State of Iowa

Iowa Parks Foundation – Strategic Planning –





SCOTNEY J. FENTON AIA
Architect | Historic Preservation Specialist
 sfenton@rdgusa.com

With over 25 years at RDG, Scotney has significant experience with new and existing buildings, additions, restorations, and rehabilitations. His broad expertise and attention to detail ensure optimal attention to building evaluations, life safety code and handicapped accessibility upgrades, schematic design, preparation of construction documents, construction administration and coordination with planners, engineers, and other consultants from start to end of each project.

Amana Colonies - *Upper South Hotel Preservation Planning* - Amana, Iowa [NHL]

Living History Farms - *Flynn Mansion* - Des Moines, IA

- Historic Structure Report
- Kitchen and Accessible Restroom Addition

White Rock Conservatory - *Garst Farmhouse* - Coon Rapids, IA

- Phase I : Interior & Exterior Evaluation
- Phase 2: Restoration & Repairs

City of Des Moines - *Drake Park Shelter Renovation* - Des Moines, Iowa



FLAVIA HAUSS
Urban Planner & GIS Specialist
 fhauss@rdgusa.com

Flavia's experience reflects of a professional journey filled with substantial work in urban planning, engineering, and project management. She works in all phases of project development, from conducting research to producing publications. For more than a decade, Flavia has been involved in environmental, land use, and strategic projects, especially in Latino communities where she put into practice her bilingual skills. Other areas of experience are brownfield redevelopment, infrastructure, improvements, and the development of short-term and long-term master plans.

Waukee Trails Master Plan - Waukee, IA
City of Knoxville Parks & Rec Master Plan - Knoxville, IA

Columbus Downtown Revitalization Plan - Columbus, NE
North Liberty Comprehensive Plan - North Liberty, IA
Derby Housing Assessment - Derby, KS
Abilene Housing Assessment - Abilene, KS

Twin Cities Great Streets Projects - Festus and Crystal City, MO

Oskaloosa Comprehensive Plan - Oskaloosa, IA
College Avenue North Neighborhood Plan - Appleton, WI
Kansas Statewide Housing Needs Assessment - State of Kansas, KS
Finney County Economic Housing Assessment - Finney County, KS



MINDY ALVAREZ
Graphic & Experiential Designer
 malvarez@rdgusa.com

As an award-winning Graphic Designer, Mindy brings eighteen years of professional experience in the areas of graphic communication, wayfinding, signage, branding, marketing, strategy and implementation. Her knowledge of various media, skills in graphic design, and abilities to connect with the social, cultural, and emotional importance of a specific place and project uniquely position Mindy to develop site-specific graphic solutions that convey the story that wants to be told.

City of Casper – Branding & Wayfinding Master Plan - Natrona County, WY
Graphic Marks; Wayfinding Design; Design Guidelines and Master Plan

Dubuque County Conservation – Branding & Park Signage
 Logo; Signage; Master Plan

Des Moines Water Works – Branding & Wayfinding – Des Moines, IA
Logo; Wayfinding & Donor Signage; Master Plan





MOLLY HANSON

Conservation & Community Outreach Specialist
mhanson@rdgusa.com

Molly has over 10 years of experience working with boards, fundraising, facilitating and building coalitions around plans and projects. Through her stewardship as Executive Director of Iowa Rivers Revival and as a naturalist with the Madison County Conservation Board, Molly has built coalitions and rallied the public around protecting and improving our natural resources. Molly distills complex information to educate audiences on issues and promote sustainable and practical solutions.

City of Knoxville Parks & Rec Master Plan – Knoxville, IA
Deppe Park Master Plan – Ames, IA

City of Bondurant City Park Master Plan –
Bondurant, IA

Central Iowa Water Trails Downtown, Scott Avenue –
Des Moines, IA

Dubuque County Parks Master Plan – Dubuque, IA
Ingersoll Urban Recreation District Master Plan –
Des Moines, IA

City of Marshalltown Iowa River Trail Placemaking Plan
– Marshalltown, IA

North Raccoon River Watershed Planning Meetings –
North Raccoon River Watershed



MATT NIEBUHR

Artist/Designer
mniebuhr@rdgusa.com

Matt Niebuhr is an artist and designer with over twenty years of experience in architecture. Matt combines and utilizes a number of tools to form sensitive and insightful design responses interpreting and reflecting the client's program and project aspirations. Matt works with the client and the design team through a process of research, discovery, and ideation coupled with public and private input (listening) with the intent that our work together begins with your ideas - your story transforming ideas into built reality.

Island Park Master Plan – Fargo, ND

Huntington Central Park – Huntington Beach, CA

CityCentre Public Art Project – *Travelers* –
Huntsville, AL

Dowling Catholic High School Student Memorial – Des
Moines, IA

Lake Como Park – *Do Something Good for your Neighbor* –
Fort Worth, TX

Streetscape Roundabout – *Vessel* – Toledo, OH

Community Recreation Center Interior Enhancements –
Crandon, WI

Adams County Human Services Center – *Gather* –
Westminster, CO



RDg...
PLANNING • DESIGN



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Parks Director

RE: Consent Agenda Item No. (f) - Approve request for an easement from PKG Contracting

Staff received a request from Darin Pfingsten who is the president and owner of PKG Contracting in Fargo to obtain permission to add on to his parking lot at his place of business. PKG contracting is located at 4301 South University Drive. PKG shares a property line with our South Maintenance facility. Mr. Pfingsten is asking for an easement that is approximately 25 feet by 100 feet in length.

Mr. Pfingsten is offering to pay for all costs associated with this, all costs associated with the construction of the parking area and the landscaping around this area as well as any and all future maintenance of this area. Mr. Pfingsten is also offering to have a clause in any agreement that would spell out his obligation to remove and return the area back to its current state should the Park District ever sell this area or develop other plans for this area.

Staff has consulted with our legal representation and if permission is granted, we would enter into a license agreement which would allow Mr. Pfingsten to start construction this year. In that agreement would be language that would require Mr. Pfingsten to do a survey and obtain the needed exact legal information and then execute an easement agreement with this information. Essentially this would happen parallel with any construction.

Staff has reviewed the area of the request and has determined the area to be of low value to the operations of our system and has little to no value from a recreational standpoint. Staff recommends we allow this easement in exchange for the maintenance of the area that has been described above.

This item was presented at the August 31, 2022, Facilities Meeting with a recommendation to approve and have the item placed on the consent agenda.

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

Thank you.

Sample Motion: I make a motion to approve request for an easement from PKG Contracting.

LICENSE AGREEMENT

This License Agreement (“*Agreement*”) is made and entered into this ____ day of September 2022, by and between **Park District of the City of Fargo**, (hereinafter “*Park District*”), and **PKG Office Investments, LLP** (hereinafter “*PKG*”).

Whereas, the Park District owns certain real property legally described as:

Lot 3, in Block 1, of Rose Creek Golf Course Annex Addition to the City of Fargo, Situate in the County of Cass and the State of North Dakota

(the “*Park District Property*”):

WHEREAS, PKG owns certain real property neighboring the Park District Property to the north and generally legally described as:

Lot 2, in Block 1, of Rose Creek Golf Course Annex Addition to the City of Fargo, Situate in the County of Cass and the State of North Dakota

(the “*PKG Property*”)

Whereas, PKG desires to construct a parking lot on the Park District Property for use by PKG and the Park District desires to allow PKG to construct such parking lot.

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

1. License for Construction of Parking Lot. The Park District hereby grants to PKG a license for the right to construct a parking lot on the Park District Property for the benefit of the PKG Property. The approximate location and size of the parking lot are shown on the attached Exhibit A and incorporated by reference herein. PKG shall stake out the proposed parking lot area which shall be approved by the Park District prior to construction of the parking lot.
2. Granting of Easement. It is the parties’ intent that this License Agreement will be converted into a recordable Easement in a form consistent with that of Exhibit B. It shall be the obligation of PKG to obtain a survey of the parking lot area to establish a legal description for the parking lot area for the easement.
3. Indemnification. PKG agrees to indemnify and hold the Park District and/or its officers, directors, employees, agents, representatives, and servants, and their respective successors or assigns from and/or for sums of money, accounts, actions, suits, proceedings, claims and demands of any kind and nature, whether known or unknown, arising out of or relating to the construction of the parking lot area, from the use of the parking lot, or arising out of or in any way related to the matters referenced in this Agreement.
4. Costs and Expenses. PKG shall be responsible for all expenses associated with this Agreement and the Easement, including but not limited to costs for surveying the parking lot area and legal fees incurred by the Park District associated with drafting this Agreement and the Easement.

- 5. Assignment. Neither this Agreement, nor the rights and obligations of PKG may be assigned without the express written consent of the Park District.
- 6. Binding Effect. This Agreement shall be binding upon PKG, its respective successors, representatives, or assigns.
- 7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.
- 8. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes, succeeds, and extinguishes any and all prior negotiations, understandings, promises or agreements.
- 9. Severability. Should any provision of this Agreement be determined to be invalid or unenforceable by a court of competent jurisdiction for any reason, all remaining provisions shall remain in full force and shall be fully severable.

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

Park District of the City of Fargo

By: Dave Leker
Its: Executive Director

PKG Office Investments, LLP

By: _____
Its: _____

EXHIBIT A



EXHIBIT B

EASEMENT AGREEMENT

THIS AGREEMENT is made effective this _____ day of _____, 2022,
by and between:

Park District to the City of Fargo
701 Main Avenue
Fargo, North Dakota 58102

(hereinafter referred to as “**Grantor**” whether one or more)

And

PKG Office Investments, LLP
4301 University Drive S
Fargo, North Dakota 58104

(hereinafter “**Grantee**” whether one or more)

RECITATIONS:

A. Grantor is the sole owner in fee simple of real property located in the County of Cass and State of North Dakota, described as set forth in Exhibit A attached hereto. This will hereinafter be referred to as the “Exhibit A Property.”

B. Grantee is the owner in fee simple of real property situated in Cass County, North Dakota, legally described as set forth in Exhibit B attached hereto. This will hereinafter be referred to as the “Exhibit B Property.”

C. Grantor has agreed to provide an easement to benefit Grantee and Grantee’s invitees, licensees, successors and assigns, for the following purposes: an easement for the construction and installation of a parking lot (the “Parking Lot”), and the exclusive, appurtenant, and perpetual easement for vehicular ingress and egress, parking, and access over, upon and across the Parking Lot. These purposes will be hereinafter collectively and individually referred to as the “Easement Purposes.”

D. Grantor is granting and conveying to Grantee an Easement above, upon and across a portion of the Exhibit A Property identified as the “Easement Area.” The description of the Easement Area covered by these grants and conveyances is attached hereto as Exhibit C.

E. Grantor is granting and conveying to Grantee an Easement above, upon, and across the Easement Area for the Easement Purposes.

F. This Easement is being provided for good and adequate consideration.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements of the parties, the adequacy and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

Section 1. **Recitations**. The Recitations set forth above are hereby incorporated into this Agreement.

Section 2. **Grant of Easement from Grantor**. Grantor does hereby grant and convey to Grantee, its invitees, licensees, successors and assigns an irrevocable, exclusive Easement above, upon and across the Easement Area located on the Exhibit A Property for the Easement Purposes. Grantee does not have the right to extend the benefit of this Easement to any other property. This Easement will run with the Exhibit A Property and the Exhibit B Property.

Section 3. **Term**. This Easement shall be valid for a term of ten (10) years, then shall automatically renew in one-year intervals up to a maximum of ninety-nine years, unless one party provides written notice to the other party terminating the easement. Upon the termination of the easement term, the Grantee shall remove the Parking Lot and return the Easement Area to graded and seeded grass within 6 months of receiving or sending notice of termination.

Section 4. **Grantee's Obligations.** Grantee, its successors, and assigns shall keep the Easement Area free and clear of buildings and other obstructions. Grantee shall be solely responsible for construction of the Parking Lot and maintenance of the entire Easement Area including the Parking Lot as reasonably necessary to preserve safe and useful access and driving conditions. The surface of the Parking Lot shall be paved with concrete or asphalt and kept in good, drivable condition and repair, free from material holes and ruts. Grantee shall further be responsible for all snow removal from the Parking Lot and cleaning of debris within the Easement Area. Grantee shall provide a landscaping buffer surrounding the Parking Lot. Grantee shall be solely responsible for all costs and expenses incurred for its obligations under this Section 2.

Section 5. **Binding on Successors.** The Easement created hereby will be binding upon the parties, their heirs, successors, and assigns.

Section 6. **Easement Runs With the Land.** The terms and covenants of this Easement will run with the Exhibit A Property and the Exhibit B Property.

Section 7. **Amendment or Termination.** This Easement Agreement may not be amended, changed, modified, or terminated, except by written document recorded with the Cass County Recorder executed by all the parties having an ownership interest in the properties affected by the amendment, change, modification, or termination, or their successors or assigns.

Section 8. **Parties' Understanding.** This Agreement supersedes all agreements previously made between the parties relating to the Easement Area or use of the Easement Area. There are no other understandings or agreements between the parties regarding the subject matter of this Agreement, except as set forth herein. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, or for the general public, or for any public purpose whatsoever. It is the intention of the parties that this Agreement will be strictly limited to and for the purposes set forth herein.

Section 9. **Cumulative Rights.** Every right, power, and remedy provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or under applicable law. Nothing shall preclude a party hereto from the exercise of all the rights, powers, and remedies under this agreement or under applicable law. No delay or failure by either party to exercise any right under this instrument, and no partial or single exercise of such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 10. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced in accordance with North Dakota law, and any disputes shall be heard by the State District Court, Cass County, North Dakota.

Section 11. **Execution of Additional Documents.** The parties agree to execute such additional documents as may be necessary to carry out the intent as set forth in this Agreement and to accomplish the Easement Purposes set forth in this Agreement. This may include extensions or

renewals of this Agreement as necessary to reflect the permanent and perpetual nature of this Easement.

Section 12. **Indemnification.** Grantee agrees to indemnify and hold harmless the Grantor, its successors, and assigns from and against any and all claims for injuries to persons or damage to property occurring within the Easement Area, which injury or damage results from the use of said Easement Area by the Grantee, its successors, assigns, or invitees.

Grantor’s Signature Page

Dated: _____, 2022.

Park District of the City of Fargo

By: Dawn Morgan
Its: President to the Board of Commissioners

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

On this ____ day of _____, 2022, before me personally appeared **Dawn Morgan**, known to me to be the person described in, and who executed the within and foregoing instrument, and severally acknowledged that she executed the same.

Notary Public

Exhibit A to Easement Agreement

Legal Description of Exhibit A Property of which the Easement Area is a part.

Exhibit B to Easement Agreement

Legal Description of Exhibit B Property of which the Easement area is a part.

Exhibit C to Easement Agreement

Designated Easement Area



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Parks Director

RE: Consent Agenda Item No. (g) – Approve and award bid for Metro Rec Center Roofing Project

The roof at the Metro Recreation Center has sustained damage during a wind event on the 13th of May. Staff has worked with local contractors to secure the roof membrane temporarily but have been told the roof needs replacement and it should be replaced prior to the winter season.

The Board gave approval to bid this project at the July Park Board Meeting. A public bid was held on August 25th. We had four bidders for this project. Staff recommends we award this bid to Fargo Roofing and Siding, LLC in the amount of \$943,282.20. This would be for the base bid and the performance bond. Included with this memo is a bid tab as well as a letter of recommendation from our architect.

Funds for this project have not been budgeted, but we are planning to utilize the dollars saved from the reduction of the Osgood Slope Project as well as funds saved because of the grant from ND Parks and Recreation Park District Revitalization Grant.

This item was presented at the August 31, 2022 Facilities Meeting and it was recommended for approval and to be placed on the consent agenda.

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

Thank you.

Sample Motion: I make a motion to approve and award the bid to Fargo Roofing and Siding, LLC, as presented.

**FPD Metro Rec Center Reroof
Fargo, ND**

Project No. 22-036



BID TABULATION	Bid Bond	Contractor's License	Addenda acknowledged	Base Bid	Payment / Performance Bond	Alt. No. 1 Installing additional gutter & downspouts	UP-1 Replace existing deteriorated wood blocking or to add wood blocking per board foot	Comments
August 25, 2022								
7A - Moisture Protection								
A & R Roofing Co., Inc. Fargo, ND	X	X	A,B	\$1,350,530.00	\$21,350.00	\$72,270.00	\$7.50 / BF	
Fargo Roofing & Siding, LLC Fargo, ND	X	X	A,B	\$898,364.00	\$44,918.20	\$45,879.00	No bid - see comments (clarified post-bid)	\$2.50 / LF (equivalent of: \$3.62 / BF if repl. 2 x 6 blocking \$5.70 / BF if repl. 2 x 4 blocking)
Herzog Roofing, Inc. Detroit Lakes, MN	X	X	A,B	\$1,250,000.00	\$12,000.00	No bid	\$6.50 / BF	
Pierce Lee Roofing, LLC Fargo, ND	X	X	A,B	\$1,067,925.00	\$13,349.06	\$15,384.00	\$4.50 / BF	Spring 2023 construction start



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

August 26, 2022

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

Re: Metro Recreation Center Reroof, Fargo, ND
Recommendation for Bid Acceptance

Dear Tyler:

Following the opening of the bids on Thursday, August 25, 2022, the low bidder for the Metro Rec Center Re-Roofing Project is Fargo Roofing & Siding, LLC based in Fargo, ND.

Their Base Bid amount is \$898,364.00 and the amount for their Payment and Performance Bond is \$44,918.20. The Contractor also clarified a Unit Price (materials and labor) to replace any of the existing deteriorated wood blocking in the amount of \$2.50 / Linear Foot (the equivalent of \$3.62 / BF if replacing 2 x 6 wood blocking or \$5.70 / BF if replacing 2 x 4 blocking).

The next low bidder was Pierce Lee Roofing, with a Base Bid amount of \$ 1,067,925.00 (\$169,561.00 higher than the amount of the lowest bid), However, this Contractor stated that they would not be able to begin construction until the spring of 2023.

Under these circumstances, we are recommending that the Fargo Park District accepts the low bid from Fargo Roofing & Siding, LLC. We understand that the FPD has the options of accepting or not the Payment & Performance Bond Amount submitted, or the Alternate No. 1 to install additional gutter and downspouts.

In anticipation of the FPD's decision, Zerr Ber Architects will prepare AIA Document A101-2017, the Owner / Contractor Agreement Form, along with AIA Document A201-2017 – General Conditions of the Contract and will submit them for review. Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Carcoana', is written over a light blue circular stamp.

Larry Carcoana, AIA
Associate Architect
Zerr Berg Architects



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Dave Leker, Executive Director

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

At the Park Board Meeting on September 6, 2022, Dan Farnsworth, Transportation Planner with Fargo-Moorhead Metro COG will share an overview of Fargo-Moorhead Metro COG and what they do and their partnership with the Fargo Park District.

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

Thank you.



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Broc T. Lietz, Finance Director

RE: Agenda Item No. 4 – Board to consider approval of employee one-time inflationary compensation adjustment

To remain competitive in the local market and positively impact employees of the Fargo Park District, administration is recommending a one-time inflationary adjustment for all regular full-time employees. The concept of a one-time adjustment has been an ongoing discussion at part of the 2023 budget process.

It is recommended that the inflationary adjustment be paid on 09/30/2022, which provides relief to employees while market conditions are most unstable. The adjustment will not be added to base pay, nor will the inflationary adjustment affect the proposed 2023 salary recommendation.

Initially, it is recommended that the cost of the inflationary adjustment be allocated to the general fund balance. Once we near the end of the fiscal year, our finance team will be able to estimate if the district will realize revenue over expenditures for 2022 and will bring a recommendation on allocation of this expense.

Attached to this memo is an outline of the 2022 Inflationary Adjustment Proposal.

It was reviewed and recommended at the August 31, 2022 Facilities Committee Meeting to bring this to the full board for approval.

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

Thank you.

Sample Motion: I make a motion to approve the employee one-time inflationary compensation adjustment as presented.

2022 Inflationary Adjustment Proposal

Recommendation: \$2,000.00 one-time inflationary adjustment for all regular full-time employees.

Details: At the Fargo Park District, regular full-time employees are eligible for a 6-month review and potential salary increase. As such, the recommendation for the inflationary adjustment requires 6-months of employment to receive the full adjustment. The recommendation is to provide a pro-rated inflationary adjustment for all employees hired within 6-months of the payment date. For the purposes of this recommendation, September 30, 2022, is the 6-month cutoff, meaning pro-rated adjustments will be for all new hires on or after 04/01/2022.

Who is Eligible:

- All regular full-time employees hired before 04/01/2022 will receive a \$2000.00 inflationary adjustment.
- All regular full-time employees hired on or after 04/01/22 will receive a prorated amount based on months of employment at the time of payment.
 - Example: An employee was hired on 06/01/2022. This employee has 4 months of employment prior to the cutoff date of 09/30/2022 (June, July, August, September). This employee would receive 4/12 of the adjustments.
 - $\$2000/12 = \166.66
 - $\$166.66 * 4 \text{ months} = \666.64
- Any partial month will count for the entire month. (April 6/12, May 5/12, June 4/12, July 3/12, August 2/12, September 1/12)
- Employee must be employed as of 09/30/2022 to receive the inflationary adjustment.
- Inflationary adjustments will be paid on September 30, 2022.

Who is Not Eligible:

- Seasonal Employees
- Franchise Players
- Regular Part-time Employees
- Any employee who has a resignation date or retirement date before 09/30/2022.



MEMORANDUM

DATE: August 31, 2022

TO: Fargo Park Board Commissioners

FROM: Broc T. Lietz, Finance Director

RE: Agenda Item No. 5 – Board to consider approval of Easement Agreement between YMCA Cass and Clay Counties, Fargo Park District and Metro Sports Foundation, Inc.

YMCA of Cass and Clay County is acquiring land described in the easement and attached documents for the purpose of additional parking for daycare. The easement among the parties is to provide overflow access to Metro Sports Foundation for event parking and operation of Scheels Arena.

We are a party to the easement as the owner of the land for which Scheels Arena sits. This easement also provides additional access to the Park District for events at Scheels should it be needed. There is no cost to these improvements to the Park District nor any maintenance costs moving forward.

The easement agreement has been reviewed by legal counsel of the Park District without concern.

It was recommended at the August 31, 2022 Facilities Committee Meeting to bring this to the full board for consideration and approval.

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

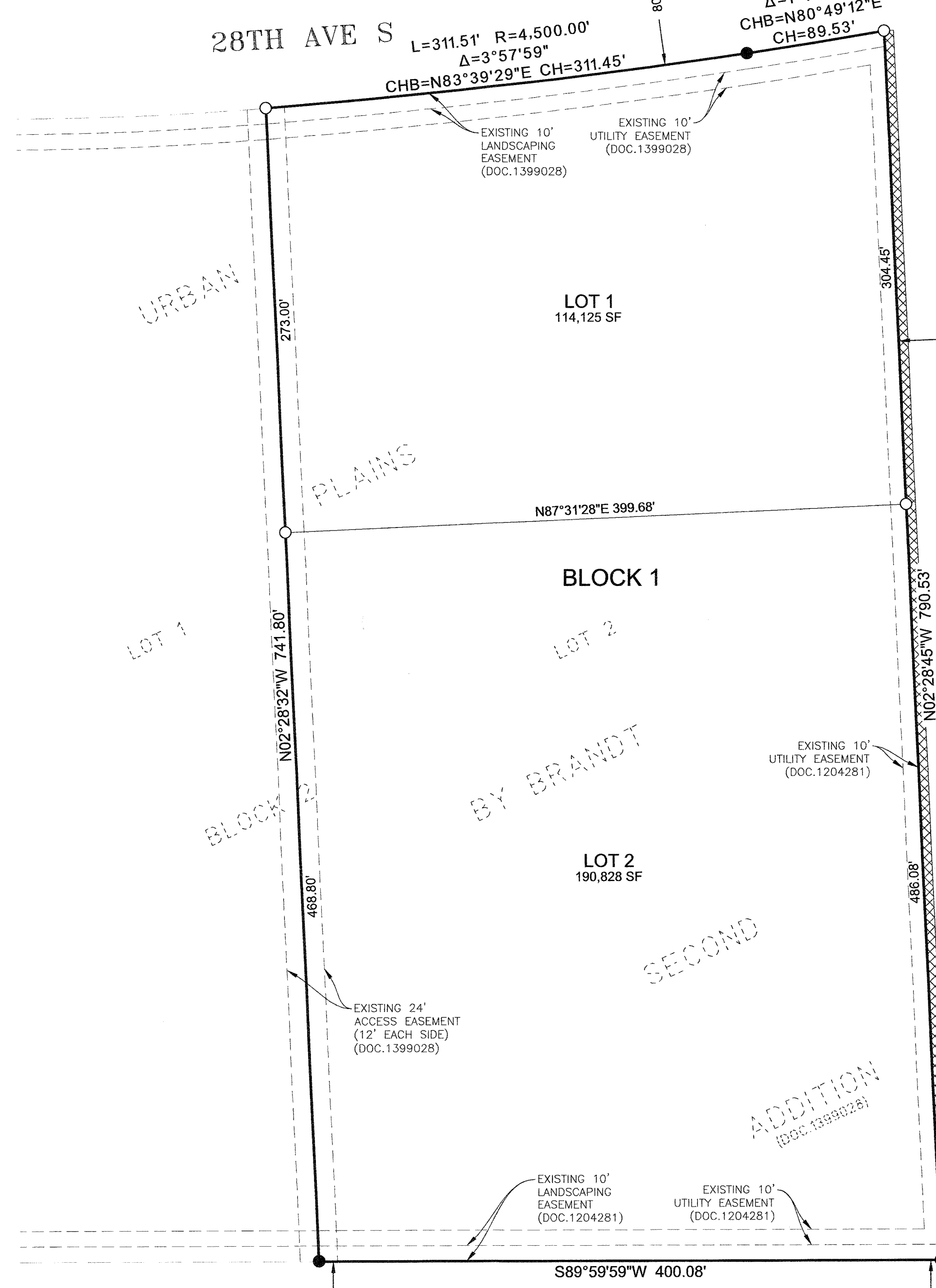
Thank you.

Sample Motion: I make a motion to approve the request to Approve Easement Agreement between YMCA Cass and Clay Counties, Fargo Park District and Metro Sports Foundation, Inc.

URBAN PLAINS BY BRANDT SIXTH ADDITION

A REPLAT OF LOT 2, BLOCK 2 OF URBAN PLAINS BY BRANDT SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

AMBER VALLEY BLOCK 1 WEST FOURTH ADDITION (DOC. 1339886)
URBAN PLAINS LOT 2 BY BRANDT BLOCK 1 SECOND ADDITION (DOC. 1339825)



LEGEND

●	MONUMENT IN PLACE
○	SET MONUMENT (5/8" REBAR, W/CAP LS-6884)
(5,000)	LOT AREA (SQUARE FEET)
---	EXISTING PROPERTY LINE
- - - -	EXISTING EASEMENT LINE
---	PLAT BOUNDARY LINE
---	PLAT LOT LINE
XXXXXX	NEGATIVE ACCESS EASEMENT

- NOTES**
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF URBAN PLAINS BY BRANDT SIXTH ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

OWNER'S CERTIFICATE
KNOW ALL PERSONS BY THESE PRESENTS, That URBAN PLAINS LAND COMPANY, LLC is the owner of a parcel of land located in that part of the Southwest Quarter of Section 21, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lot 2, Block 2 of URBAN PLAINS BY BRANDT SECOND ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.
Containing 7.00 acres, more or less.

Said owner of the above described property, have caused the same to be surveyed and platted as "URBAN PLAINS BY BRANDT SIXTH ADDITION" to the City of Fargo.

OWNER:
URBAN PLAINS LAND COMPANY, LLC
Michael Vannett
Michael Vannett
President

State of North Dakota)
County of Cass) SS

On this 21 day of June 2022, appeared before me, Michael Vannett - President, URBAN PLAINS LAND COMPANY, LLC, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed.

L. Nelson
Notary Public

DORIAN NELSON
Notary Public
State of North Dakota
My Commission Expires August 16, 2023

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT
I, Jason Ness, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 22nd day of June, 2022.

Jason Ness
Jason Ness, PLS
Professional Land Surveyor
Registration No. LS-6884

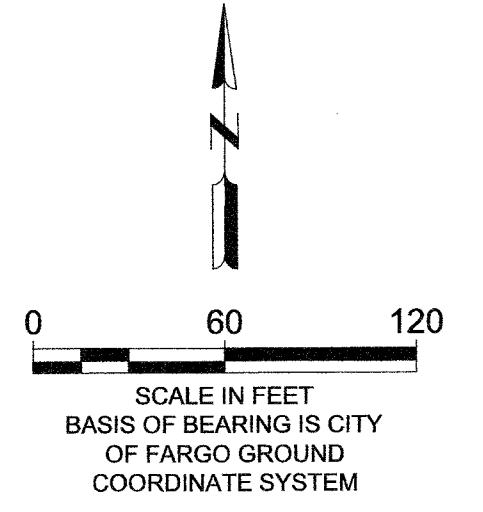
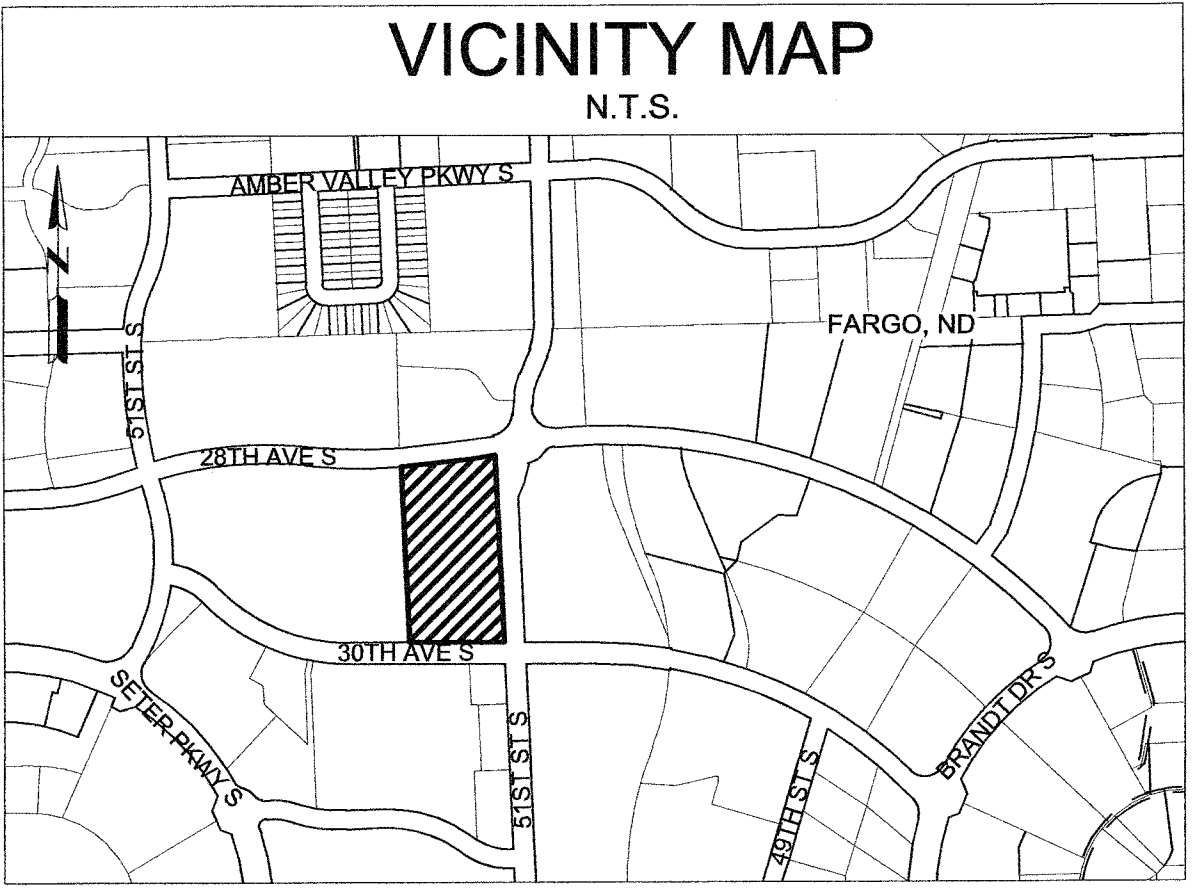


State of North Dakota)
County of Cass) SS

On this 22 day of June, 2022, appeared before me, Jason Ness, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Kathi L. Mayer
Notary Public

KATHI L. MAYER
Notary Public
State of North Dakota
My Commission Expires Dec. 14, 2022



CITY OF FARGO PLANNING COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission this 1st day of June 2022.

Rocky Schneider
Rocky Schneider
Planning Commission Chair

State of North Dakota)
County of Cass) SS

On this 10th day of August 2022, before me, a notary public in and for said county, personally appeared Rocky Schneider, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Miranda Wolf
Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2023

FARGO CITY COMMISSION APPROVAL
Approved by the Board of Commissioners and ordered filed this 8th day of August 2022.

Timothy J. Mahoney
Timothy J. Mahoney
Mayor

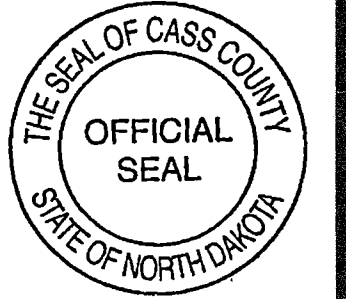
Steven Sprague
Steven Sprague, City Auditor

State of North Dakota)
County of Cass) SS

On this 8th day of August 2022, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Miranda Wolf
Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2023



FINANCE OFFICE
COUNTY OF CASS, NORTH DAKOTA
8/12/2022
Taxes and Special Assessments paid and transfer entered.
B. Halverson FINANCE DIRECTOR
DLJ DEPUTY

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL
Approved by the City Engineer this 3rd day of August 2022.

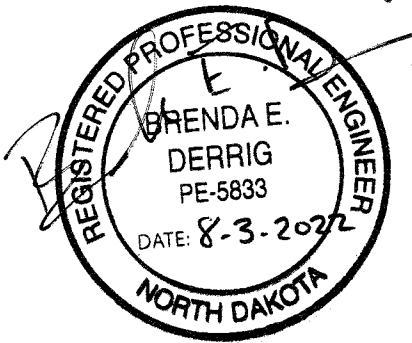
Brenda E. Derrig
Brenda E. Derrig, P.E.
City Engineer

State of North Dakota)
County of Cass) SS

On this 3rd day of August 2022, before me, a notary public in and for said county, personally appeared Brenda E. Derrig, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Kristi Olson
Notary Public

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2023



1672855
Page: 1 of 1
8/12/2022 3:54 PM
PLAT \$20.00
City of Fargo - Planning

RECORDER'S OFFICE: CASS COUNTY, ND
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER
by *Sheva Garcia*, Dep
Recorded Electronically 1672855



Mead & Hunt
Phone: 701-566-6450
meadhunt.com
PROJECT NO. 4291800-221036.01
SHEET 1 OF 1

EASEMENT AGREEMENT
(Parking)

THIS EASEMENT AGREEMENT (“Agreement”) is made as of August ____, 2022, by and among **YMCA OF CASS AND CLAY COUNTIES**, a North Dakota non-profit corporation (“YMCA”), **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota (“Park District”), and **METRO SPORTS FOUNDATION, INC.**, a North Dakota non-profit corporation (“MSF”).

RECITALS

A. The YMCA is the record owner of real property legally described as follows (the “YMCA Lot”):

Lot Two (2), Block One (1), of Urban Plains By Brandt Sixth Addition to the City of Fargo, Cass County, North Dakota.

B. The Park District is the record owner of real property legally described as follows (the “Arena Lot”):

Lot One (1), Block One (1), Urban Plains Recreational Addition to the City of Fargo, Cass County, North Dakota.

C. MSF currently operates the “Scheels Arena” upon the Arena Lot, pursuant to a long-term ground lease with the Park District.

D. The parties desire to establish a non-exclusive easement for parking, pedestrian and access purposes over and upon the YMCA Lot, for the benefit of the Arena Lot, to accommodate overflow event parking for the operation of the Scheels Arena, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Parking and Pedestrian Easements. The YMCA hereby grants to the Park District and MSF, for their use and the use of their respective guests, patrons, spectators, customers, attendees, agents, employees and invitees, non-exclusive easements for:

- (a) the passage and parking of non-commercial passenger vehicles (the “Parking Easement”) over, across and upon the surface of the parking spaces, entrances, drives, driveways and lanes which have been or may be constructed for such use upon the YMCA Lot (the “Parking Easement Area”); and
- (b) the passage and accommodation of pedestrian traffic (the “Pedestrian Easement”) over, across and upon the surface of the sidewalks and parking areas which have been or may be constructed for such use upon the YMCA Lot, to allow for the travel of pedestrians to and from the Scheels Arena and the designated parking areas upon the YMCA Lot (the “Pedestrian Easement Area”).

The foregoing easements and easement areas are for the benefit of the Arena Lot and include a non-exclusive right of ingress and egress for passenger vehicles and pedestrians for the purposes stated above, to accommodate overflow parking requirements of the Park District and MSF in connection with the operation of the Scheels Arena upon the Arena Lot.

2. Restrictions. The Park District and MSF shall only be allowed to use the designated Parking Easement Area and Pedestrian Easement Area upon the YMCA Lot during the following hours of use (“Hours of Use”):

Monday through Friday:	6:15 p.m. to 2:00 a.m.
Saturdays and Sundays:	8:00 a.m. to 2:00 a.m.

The Park District and MSF shall not allow or encourage vehicles to remain parked upon the Parking Easement Area outside of the designated Hours of Use. However, the Park District and MSF shall have no affirmative duty or obligation to enforce the Hours of Use, other than to place appropriate signage at the entrance of the YMCA Lot. The YMCA shall at its expense be responsible for enforcing the Hours of Use as it deems necessary, including the towing of any vehicles which violate the Hours of Use. The YMCA shall have no duty or obligation to remove any vehicles used by its employees or guests from the Parking Easement Area during the designated Hours of Use.

Notwithstanding the foregoing, the YMCA shall have the exclusive right to use four (4) parking spaces located within the Parking Easement Area at all times, for any purpose whatsoever. The YMCA, at its sole cost and expense, shall erect signage indicating which parking spaces are exclusively for the YMCA’s use. Neither the YMCA nor any person using the parking spaces exclusive to the YMCA, with the YMCA’s consent during the Hours of Use, shall be required to pay a parking fee to MSF, the Park District, or any of their agents, employees, affiliates, contractors, or subcontractors.

The easement granted by this Agreement shall be limited to the surface of the Parking Easement Area and Pedestrian Easement Area only, and nothing contained in this Agreement shall

be construed or implied to create an easement or right of access of any kind to the subsurface of the YMCA Lot.

No party shall use such Parking Easement Area or Pedestrian Easement Area for any other use which would unreasonably obstruct the free flow of vehicular or pedestrian traffic thereon. No fence, wall, structure or similar barrier which would unreasonably prevent or obstruct the passage of vehicular or pedestrian travel shall be erected or permitted on the Parking Easement Area or Pedestrian Easement Area. No right of passage shall exist (and if existing, may be suspended) for access or parking, for so long as such area is under construction or repair and is then unused for its intended purpose by the owner of the YMCA Lot. The owner of the YMCA Lot may in its sole and absolute discretion and without the consent of any party to this Agreement, or their successors and assigns, relocate the drives, driveways, lanes and parking spaces upon the YMCA Lot, however, in no event shall such relocation cause there to be less than 45 parking spaces available to the Park District and MSF, and does not materially interfere with the orderly passage, parking and access of vehicles upon the YMCA Lot.

3. Scheduling. The parties acknowledge that one of the YMCA's intended uses of the YMCA Lot and the building owned by the YMCA adjacent thereto is to host periodic staff trainings throughout the calendar year for YMCA staff. As such, MSF and the YMCA agree and covenant to meet on January 15 and July 15 of each year so that the YMCA will have an opportunity to appropriately schedule its staff trainings so as not to conflict with MSF's intended use of the YMCA Lot. The YMCA agrees that the dates and times selected for YMCA staff training shall not unreasonably conflict or interfere with MSF's scheduled events.

4. Installation. The YMCA shall at its sole expense be responsible for the installation and construction of the improvements comprising the Parking Easement Area and Pedestrian Easement Area upon the YMCA Lot. All installation and construction shall be done in a first class manner consistent with other commercial developments in the region.

5. Maintenance Obligations. The Parking Easement Area and Pedestrian Easement Area shall be maintained by the owner of the YMCA Lot in good order and repair, in a first class manner consistent with other commercial developments in the region. The maintenance and repair obligations shall include, but not be limited to, the following: (i) maintaining, repairing, replacing and re-striping the Parking Easement Area and Pedestrian Easement Area; (ii) placing, keeping, operating, repairing, replacing or repainting any appropriate lighting, directional signs or markers for Parking Easement Area and Pedestrian Easement Area; (iii) keeping the Parking Easement Area and Pedestrian Easement Area reasonably clear and free of rubbish and obstructions of every nature; and (iv) maintaining, repairing and replacing any landscaping adjacent to the Parking Easement Area and Pedestrian Easement Area.

The YMCA shall assume responsibility for the removal of snow and ice upon the Parking Easement Area and Pedestrian Easement Area during the YMCA's normal hours of operation or, alternatively, if the YMCA requires the use of the Easement Area and Pedestrian Easement Area for any YMCA purpose outside of the YMCA's normal hours of operation. Any desired removal of snow and ice from the Parking Easement Area and Pedestrian Easement Area to accommodate

overflow parking for the benefit of Scheels Arena and the Arena Lot shall be the responsibility of MSF and/or the Park District.

6. Maintenance Costs. The costs of maintaining, repairing and replacing the Parking Easement Area and Pedestrian Easement Area as required in Section 4 of this Agreement shall be the sole cost and expense of the owner of the YMCA Lot, without reimbursement from the Park District or MSF.

7. Notice. A party will not be in default under this Agreement unless such party shall have been delivered a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure such default within such period of time if default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to cure the default.

8. Enforcement. The respective owners of the Arena Lot and the YMCA Lot, and their respective successors and assigns, shall each have the right to enforce at law or in equity, the provisions of this Agreement. Failure to enforce any covenant shall not be deemed a waiver of the right to do so thereafter. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

9. Duration. The easements created herein shall be effective for the longest period of time allowed by law, and shall run with the land until such time as the easements granted herein may be terminated, extended or amended by the recording of an appropriate document in the office of the County Recorder of Cass County, North Dakota, which document must be executed by the undersigned, or their successors and assigns.

10. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

11. Benefit. This Agreement shall inure to the benefit of and be binding upon the owners of the Arena Lot and YMCA Lot, their respective successors and assigns, and such easements shall run with the land. The easements granted or created herein, together with all terms, conditions, covenants and agreements herein shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Waiver. No waiver of any breach of the easement or of any rights, obligations, covenants and/or other provisions herein contained shall be construed as, or constitute, a waiver of any breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other such easement, rights, obligations, covenants and/or other provisions.

13. Indemnification. Each party to this Agreement irrevocably and unconditionally agrees to indemnify, defend and hold harmless the other party, its agents and employees, from

and against all third party claims of any kind and nature, including without limitation, sums of money, attorneys' fees, actions, suits, and proceedings, arising from any act, omission or negligence of the party to be bound. The indemnification required by this paragraph shall include without limitation, any accident, injury or damage caused to third parties or to the property of any third parties during the term of this Agreement, in or about the Parking Easement Area, the Pedestrian Easement Area, and any other area on or about the YMCA Lot that the parties to this Agreement may mutually designate as an easement area for purposes of this Agreement.

14. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the County Recorder of Cass County, North Dakota.

15. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms or provisions of this agreement shall not be affected thereby, but such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

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

Signatures on following pages.

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

YMCA OF CASS AND CLAY COUNTIES

By: _____
Stephen M. Smith, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Stephen M. Smith, the President of YMCA of Cass and Clay Counties, a North Dakota non-profit corporation, on behalf of the non-profit corporation.

(STAMP)

Notary Public

THE PARK DISTRICT OF THE CITY OF FARGO

By: _____
Dawn Morgan, President

By: _____
Dave Leker, Executive Director

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Dawn Morgan, the President of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

Notary Public

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Dave Leker, the Executive Director of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

Notary Public

METRO SPORTS FOUNDATION, INC.

By: _____
Jon Kram, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of _____, 2022, by Jon Kram, the President of Metro Sports Foundation, Inc., a North Dakota non-profit corporation, on behalf of the non-profit corporation.

(STAMP)

Notary Public