



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, MARCH 11, 2025**, AT **5:30 P.M.** IN THE BOARD ROOM AT THE FARGO PARKS SPORTS CENTER AT 6100 38th STREET SOUTH, FARGO, WITH PRESIDENT AARON HILL, PRESIDING. **Please note:** This is an in-person event and streamed virtually. Members of the public and media can view the live meeting at [www.fargoparks.com/news/park-board-meeting-march-agenda-2025](http://www.fargoparks.com/news/park-board-meeting-march-agenda-2025)

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

**Consent Agenda** – approve the following:

- a. Minutes – 02/11/2025
- b. February Bills
- c. Consideration of the 2025 Concrete Pavement Improvements
- d. Consideration for Rose Creek Net Replacement
- e. Consideration of Courts Plus Siding Project
- f. Consideration of Pepsi Soccer Complex Building Siding Project Bids
- g. Consideration Davies Pool Resurfacing Project Bids
- h. Consideration of 2025 Park District Maintenance Equipment Bids
- i. Consideration of the Approval of Supplement number 4 to Ground Lease with the City of Fargo relating to the Ed Clapp Building
- j. Consideration of approval of Operational Expectation Asset Protection (OE)-5

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**Regular Agenda**

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Approve the 2025 adjusted Aquatic Fees; Kevin Boe, Dave Klundt, Isabelle Sinkler, presenters
- 4. Consideration of the Madelyn's Meadows Developers Agreement; Dave Bietz, presenter
- 5. Consideration of Resolution Creating Park Improvement District No. 2025-1 for Madelyn's Meadows; Broc Lietz, presenter
- 6. Consideration of the permission to Bid Madelyn's Meadows Park; Dave Bietz, presenter
- 7. Consideration of the 2025 Playground Replacement Projects; Tony Schmitt, presenter
- 8. Governance Committee Update; Commissioner Hill, presenter
- 9. Planning Committee Update; Commissioner Dawson, presenter
- 10. Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
OF THE FARGO PARK DISTRICT OF FEBRUARY 11, 2025**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, February 11, 2025, at 5:30 p.m. at the Fargo Park District office at 6100 38<sup>th</sup> Street South, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Aaron Hill, Joe Deutsch, Zoé Absey and Vicki Dawson. Also present were: Susan Faus, Dave Bietz and attorney Ben Williams.

**Approval of Agenda**

Commissioner Joe Deutsch moved and Commissioner Vicki Dawson seconded a motion to approve the agenda. Upon call of the roll, the motion passed unanimously.

**Approval of Consent Agenda**

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

- (a) The minutes the January 14, 2025 meeting;
- (b) The January 2025 bills; and
- (c) Permission to Apply for a Garrison Diversion Conservancy District Recreation Grant;
- (d) 2024 Audit Engagement Letter

Upon call of the roll, the motion passed unanimously.

**Public Comments**

Members of the public were afforded the opportunity to discuss issues with the Board. Members of the community presented comments regarding the changes to the golf course director positions within the Park District.

**Director's Report**

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

**Fargo Park 2025 Projects Update**

Tyler Kirchner and Tony Schmitt provided an update on construction projects planned for 2025 for the Park District. No action was taken on this matter.

**Governance Committee Update**

Commissioner Aaron Hill presented to the Board and provided an update on the Governance Committee from its January meeting. No action was taken on this matter.

### **Planning Committee Update**

Commissioner Vicki Dawson presented to the Board and provided an update on the Planning Committee from its January meeting. No action was taken on this matter.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:00 p.m.

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Jeff Gunkelman, Kennelly Business Law, Clerk



## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (c)-Consideration 2025 Concrete/Pavement Improvements Project Bids

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Bids for the 2025 Concrete/Pavement Improvement Projects were received and opened on February 6, 2024, at 2:00 P.M., at the Park District Office. Attached to this memo is the letter of recommendation and bid tabulation from MBN Engineering.

Four bids were received for the 2025 Projects: (1) Dakota Underground Co. with a bid amount of \$2,208,764.50; (2) Earthwork Services Inc. with a bid amount of \$1,329,699.20; (3) Northern Improvement Co. with a bid amount of \$1,416,043.50; and (4) Roers Construction Joint Venture LLC. with a bid amount of \$1,337,920.50.

Upon review of the bids, staff recommends awarding the bid to Earthwork Services Inc. in the amount of \$1,329,699.20. The bids met all specifications, is the lowest bid and within our concrete/pavement improvements budget of \$1,500,000.00.

This was reviewed at the Planning Committee Meeting on February 19th, 2025, and the Committee recommended adding item to the consent agenda.

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

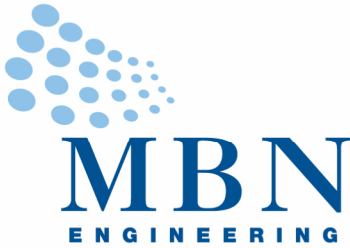
Thank you.

**SAMPLE MOTION:** I make a motion to accept the 2025 Concrete/Pavement Improvement Projects Bids, as presented.

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

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





February 6, 2025

Mr. Dave Bietz  
Deputy Director of Operations  
Fargo Park District  
6100 38<sup>th</sup> Street South  
Fargo, ND 58104

Subject: Fargo Park District  
2025 Pavement Improvements  
Fargo, North Dakota  
MBN Project No. 24-205

On February 6, 2025, the Fargo Park District received and opened Four (4) proposals for the 2025 Pavement Improvements.

It is our recommendation that the Fargo Park District award the contract to Earthwork Services for the Base Bid - \$1,200,419.20, Alternate No. 1 - \$76,380 (Add), Alternate No. 2 - \$15,840.00, Alternate No. 3 - \$41,600 (Add) and Alternate No. 4 – \$4,540.00 (Deduct) for a total amount of **\$1,329,699.20.**

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

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Eukel".

Tony Eukel, P.E.  
Civil Engineer

enclosure



**FARGO PARK DISTRICT**  
**2025 PARK PAVEMENT IMPROVEMENTS**  
**BID FORM SECTION 00 41 00**  
**MBN PROJECT # 24-205**  
**BID DATE: February 6, 2025**  
**TIME: 2:00PM**

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>1.0 DAVIES HIGH SCHOOL</b>										
Remove Existing Concrete Curb & Gutter	20	LF	\$50.00	\$1,000.00	\$25.00	\$500.00	\$30.00	\$600.00	\$20.00	\$400.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	210	SY	\$125.00	\$26,250.00	\$87.00	\$18,270.00	\$117.00	\$24,570.00	\$68.00	\$14,280.00
Standard Concrete Curb & Gutter	20	LF	\$100.00	\$2,000.00	\$70.00	\$1,400.00	\$75.00	\$1,500.00	\$50.00	\$1,000.00
ADA Detectable Warning Panel	32	SF	\$80.00	\$2,560.00	\$70.00	\$2,240.00	\$60.00	\$1,920.00	\$55.00	\$1,760.00
6" Irrigation Sleeve	18	LF	\$114.00	\$2,052.00	\$40.00	\$720.00	\$16.00	\$288.00	\$35.00	\$630.00
Finish Grade & Seeding	1	LS	\$9,900.00	\$9,900.00	\$2,300.00	\$2,300.00	\$2,650.00	\$2,650.00	\$2,500.00	\$2,500.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$275.00	\$275.00	\$300.00	\$300.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$6,430.00	\$6,430.00	\$5,500.00	\$5,500.00	\$2,625.00	\$2,625.00
Mobilization	1	LS	\$9,600.00	\$9,600.00	\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$2,500.00	\$2,500.00
General Conditions	1	LS	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$1,400.00	\$1,400.00	\$3,500.00	\$3,500.00
<b>1.0 Davies High School Total</b>			<b>\$68,362.00</b>		<b>\$38,860.00</b>		<b>\$41,003.00</b>		<b>\$29,495.00</b>	
<b>2.0 MILWAUKEE TRAIL</b>										
Remove Existing Asphalt Pavement (All Thicknesses)	1,570	SY	\$20.00	\$31,400.00	\$9.00	\$14,130.00	\$21.00	\$32,970.00	\$30.00	\$47,100.00
Remove Existing Concrete Pavement (All Thicknesses)	20	SY	\$20.00	\$400.00	\$12.50	\$250.00	\$22.00	\$440.00	\$40.00	\$800.00
Remove Existing Concrete Curb & Gutter	11	LF	\$50.00	\$550.00	\$25.00	\$275.00	\$30.00	\$330.00	\$25.00	\$275.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	1,420	SY	\$122.00	\$173,240.00	\$72.00	\$102,240.00	\$98.00	\$139,160.00	\$68.00	\$96,560.00
Standard Concrete Curb & Gutter	11	LF	\$93.00	\$1,023.00	\$70.00	\$770.00	\$75.00	\$825.00	\$50.00	\$550.00
ADA Detectable Warning Panel	16	SF	\$80.00	\$1,280.00	\$70.00	\$1,120.00	\$60.00	\$960.00	\$55.00	\$880.00
Finish Grade & Seeding	1	LS	\$34,400.00	\$34,400.00	\$2,300.00	\$2,300.00	\$13,500.00	\$13,500.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$1,600.00	\$1,600.00	\$950.00	\$950.00
Earthwork	1	LS	\$25,000.00	\$25,000.00	\$17,055.00	\$17,055.00	\$500.00	\$500.00	\$17,750.00	\$17,750.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$7,700.00	\$7,700.00	\$10,000.00	\$10,000.00	\$3,700.00	\$3,700.00	\$5,000.00	\$5,000.00
<b>2.0 Milwaukee Trail Total</b>			<b>\$291,593.00</b>		<b>\$152,440.00</b>		<b>\$198,985.00</b>		<b>\$176,365.00</b>	

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>3.0 COURTS PLUS</b>										
Remove Existing Asphalt Pavement (All Thicknesses)	1,710	SY	\$20.00	\$34,200.00	\$10.00	\$17,100.00	\$8.50	\$14,535.00	\$30.00	\$51,300.00
Strip Existing Material (3' Depth)	439	CY	\$40.00	\$17,560.00	\$15.00	\$6,585.00	\$26.00	\$11,414.00	\$8.00	\$3,512.00
4" Reinforced Concrete Sidewalk w/ 4" Aggregate Base	120	SY	\$129.00	\$15,480.00	\$86.00	\$10,320.00	\$90.00	\$10,800.00	\$68.00	\$8,160.00
7" Reinforced Concrete Pavement w/ 6" Aggregate Base	12	SY	\$242.00	\$2,904.00	\$159.00	\$1,908.00	\$150.00	\$1,800.00	\$102.00	\$1,224.00
4" Asphalt Pavement w/ 10" Aggregate Base	970	SY	\$100.00	\$97,000.00	\$51.00	\$49,470.00	\$50.00	\$48,500.00	\$60.00	\$58,200.00
Mountable Concrete Curb & Gutter	360	LF	\$77.00	\$27,720.00	\$40.00	\$14,400.00	\$33.00	\$11,880.00	\$55.00	\$19,800.00
3' Wide Concrete Valley Gutter	8	LF	\$283.00	\$2,264.00	\$70.00	\$560.00	\$80.00	\$640.00	\$55.00	\$440.00
4" Parking Lot Striping	630	LF	\$1.50	\$945.00	\$3.00	\$1,890.00	\$0.80	\$504.00	\$1.15	\$724.50
Backfill Topsoil (3' Depth) (Includes 20% Shrink Factor)	527	CY	\$69.00	\$36,363.00	\$17.00	\$8,959.00	\$30.00	\$15,810.00	\$56.00	\$29,512.00
New Tree	4	EA	\$688.00	\$2,752.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$700.00	\$2,800.00
New Shrub	55	EA	\$72.00	\$3,960.00	\$80.00	\$4,400.00	\$30.00	\$1,650.00	\$70.00	\$3,850.00
New 4" Landscape Rock	105	SY	\$20.00	\$2,100.00	\$19.00	\$1,995.00	\$19.00	\$1,995.00	\$22.00	\$2,310.00
Finish Grade & Seeding	1	LS	\$13,700.00	\$13,700.00	\$4,400.00	\$4,400.00	\$5,150.00	\$5,150.00	\$4,000.00	\$4,000.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$750.00	\$750.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$11,121.00	\$11,121.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$5,800.00	\$5,800.00	\$15,000.00	\$15,000.00	\$1,900.00	\$1,900.00	\$7,500.00	\$7,500.00
<b>3.0 Courts Plus Total</b>			<b>\$288,348.00</b>		<b>\$159,487.00</b>		<b>\$147,228.00</b>		<b>\$208,703.50</b>	

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>4.0 RHEULT FARM</b>										
Remove Existing Plastic Retaining Wall (Field Verify)	217	LF	\$20.00	\$4,340.00	\$10.00	\$2,170.00	\$3.00	\$651.00	\$20.00	\$4,340.00
Remove and Salvage Existing Bench	6	EA	\$500.00	\$3,000.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00	\$150.00	\$900.00
Remove and Salvage Existing Sign	1	EA	\$55.00	\$55.00	\$60.00	\$60.00	\$80.00	\$80.00	\$150.00	\$150.00
Remove and Salvage Existing Tree	1	EA	\$825.00	\$825.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00	\$800.00	\$800.00
Remove Existing Concrete Pavement (All Thicknesses)	28	SY	\$20.00	\$560.00	\$25.00	\$700.00	\$30.00	\$840.00	\$40.00	\$1,120.00
PVC Inlet	1	EA	\$3,600.00	\$3,600.00	\$850.00	\$850.00	\$1,200.00	\$1,200.00	\$800.00	\$800.00
6" Storm Sewer Cleanout	1	EA	\$1,800.00	\$1,800.00	\$633.00	\$633.00	\$3,000.00	\$3,000.00	\$600.00	\$600.00
4" Perforated Drintile w/ Filter Sock	191	LF	\$46.00	\$8,786.00	\$45.00	\$8,595.00	\$25.00	\$4,775.00	\$45.00	\$8,595.00
4" SDR35 PVC Storm Sewer Line	23	LF	\$137.00	\$3,151.00	\$28.00	\$644.00	\$120.00	\$2,760.00	\$30.00	\$690.00
8" SDR35 PVC Storm Sewer Line	31	LF	\$149.00	\$4,619.00	\$39.00	\$1,209.00	\$100.00	\$3,100.00	\$40.00	\$1,240.00
4"x4" Tee	1	EA	\$1,510.00	\$1,510.00	\$32.00	\$32.00	\$50.00	\$50.00	\$35.00	\$35.00
8" Inserta Tee	1	EA	\$1,500.00	\$1,500.00	\$10.00	\$10.00	\$650.00	\$650.00	\$950.00	\$950.00
8" PVC - 22.5° Bend	1	EA			\$125.00	\$125.00	\$100.00	\$100.00	\$150.00	\$150.00
Connect to Existing Storm Sewer Line	1	EA	\$5,500.00	\$5,500.00	\$825.00	\$825.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00
4" Reinforced Concrete Playground Sidewalk w/ 4" Agg. Base	165	SY	\$178.00	\$29,370.00	\$107.00	\$17,655.00	\$140.00	\$23,100.00	\$78.00	\$12,870.00
4" Reinforced Concrete Sidewalk w/ 4" Agg. Base	70	SY	\$132.00	\$9,240.00	\$87.00	\$6,090.00	\$125.00	\$8,750.00	\$68.00	\$4,760.00
Install Salvaged Sign	1	EA	\$182.00	\$182.00	\$150.00	\$150.00	\$175.00	\$175.00	\$150.00	\$150.00
Install Salvaged Bench	4	EA	\$1,000.00	\$4,000.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$150.00	\$600.00
Replant Salvaged Tree	1	EA	\$825.00	\$825.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00	\$800.00	\$800.00
Finish Grade & Seeding	1	LS	\$12,600.00	\$12,600.00	\$3,850.00	\$3,850.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$490.00	\$490.00	\$550.00	\$550.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$8,200.00	\$8,200.00	\$9,000.00	\$9,000.00	\$8,428.00	\$8,428.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$4,750.00	\$4,750.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
<b>4.0 Rheult Farm Total</b>			<b>\$125,813.00</b>		<b>\$72,298.00</b>		<b>\$77,021.00</b>		<b>\$60,328.00</b>	

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>5.0 STARION FIELD</b>										
Remove Existing Asphalt Pavement (All Thicknesses)	80	SY	\$20.00	\$1,600.00	\$12.50	\$1,000.00	\$25.00	\$2,000.00	\$30.00	\$2,400.00
Remove Existing Concrete Curb & Gutter	16	LF	\$50.00	\$800.00	\$40.00	\$640.00	\$35.00	\$560.00	\$20.00	\$320.00
Remove and Salvage Existing Two Post Sign	1	EA	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$90.00	\$90.00	\$150.00	\$150.00
Remove and Salvage Existing Tree	1	EA	\$825.00	\$825.00	\$600.00	\$600.00	\$550.00	\$550.00	\$800.00	\$800.00
12" HDPE Storm Sewer Line	120	LF	\$62.00	\$7,440.00	\$49.00	\$5,880.00	\$65.00	\$7,800.00	\$50.00	\$6,000.00
27" Storm Sewer Inlet	2	EA	\$4,700.00	\$9,400.00	\$3,190.00	\$6,380.00	\$3,200.00	\$6,400.00	\$3,000.00	\$6,000.00
Connect to Existing Storm Sewer Inlet	1	EA	\$5,400.00	\$5,400.00	\$1,760.00	\$1,760.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
4" Reinforced Concrete Sidewalk w/ 4" Agg. Base	125	SY	\$128.00	\$16,000.00	\$87.00	\$10,875.00	\$140.00	\$17,500.00	\$68.00	\$8,500.00
4" Reinforced Concrete Pavement w/ 6" Agg. Base	95	SY	\$133.00	\$12,635.00	\$77.00	\$7,315.00	\$140.00	\$13,300.00	\$72.00	\$6,840.00
Mountable Concrete Curb & Gutter	16	LF	\$104.00	\$1,664.00	\$70.00	\$1,120.00	\$75.00	\$1,200.00	\$55.00	\$880.00
ADA Detectable Warning Panel	24	SF	\$80.00	\$1,920.00	\$70.00	\$1,680.00	\$60.00	\$1,440.00	\$55.00	\$1,320.00
Install Salvaged Sign	1	EA	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$175.00	\$175.00	\$150.00	\$150.00
Replant Salvaged Tree	1	EA	\$825.00	\$825.00	\$900.00	\$900.00	\$550.00	\$550.00	\$800.00	\$800.00
Finish Grade & Seeding	1	LS	\$10,500.00	\$10,500.00	\$2,800.00	\$2,800.00	\$3,650.00	\$3,650.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$725.00	\$725.00	\$800.00	\$800.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$7,650.00	\$7,650.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$4,300.00	\$4,300.00	\$7,500.00	\$7,500.00	\$1,700.00	\$1,700.00	\$3,500.00	\$3,500.00
<b>5.0 Starion Field Total</b>			<b>\$102,909.00</b>		<b>\$63,550.00</b>		<b>\$67,340.00</b>		<b>\$54,610.00</b>	

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>6.0 ANDERSON SOFTBALL COMPLEX</b>										
Remove and Salvage Existing Sign	9	EA	\$55.00	\$495.00	\$50.00	\$450.00	\$75.00	\$675.00	\$150.00	\$1,350.00
Remove Existing Concrete Curb & Gutter	70	LF	\$50.00	\$3,500.00	\$28.00	\$1,960.00	\$30.00	\$2,100.00	\$20.00	\$1,400.00
Remove Existing Asphalt Pavement (All Thicknesses)	130	SY	\$20.00	\$2,600.00	\$12.00	\$1,560.00	\$25.00	\$3,250.00	\$30.00	\$3,900.00
Sandblast Existing Parking Lot Striping	203	LF	\$7.00	\$1,421.00	\$15.00	\$3,045.00	\$6.50	\$1,319.50	\$23.00	\$4,669.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	440	SY	\$120.00	\$52,800.00	\$77.00	\$33,880.00	\$100.00	\$44,000.00	\$68.00	\$29,920.00
6" Reinforced Concrete Trail w/ 6" Aggregate Base	140	SY	\$142.00	\$19,880.00	\$97.00	\$13,580.00	\$110.00	\$15,400.00	\$100.00	\$14,000.00
Standard Concrete Curb & Gutter	70	LF	\$96.00	\$6,720.00	\$70.00	\$4,900.00	\$75.00	\$5,250.00	\$50.00	\$3,500.00
4" Parking Lot Striping	530	LF	\$1.75	\$927.50	\$3.00	\$1,590.00	\$0.80	\$424.00	\$2.00	\$1,060.00
Accessible Symbol	8	EA	\$33.00	\$264.00	\$500.00	\$4,000.00	\$72.00	\$576.00	\$125.00	\$1,000.00
Install Salvaged Sign	9	EA	\$182.00	\$1,638.00	\$180.00	\$1,620.00	\$175.00	\$1,575.00	\$150.00	\$1,350.00
New Accessible Sign	2	EA	\$336.00	\$672.00	\$200.00	\$400.00	\$320.00	\$640.00	\$150.00	\$300.00
ADA Detectable Warning Panel	108	SF	\$80.00	\$8,640.00	\$70.00	\$7,560.00	\$60.00	\$6,480.00	\$75.00	\$8,100.00
6" Irrigation Sleeve	36	LF	\$114.00	\$4,104.00	\$40.00	\$1,440.00	\$20.00	\$720.00	\$35.00	\$1,260.00
Finish Grade & Seeding	1	LS	\$12,250.00	\$12,250.00	\$2,800.00	\$2,800.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$234.00	\$234.00	\$500.00	\$500.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$11,430.00	\$11,430.00	\$7,500.00	\$7,500.00	\$8,188.00	\$8,188.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$2,100.00	\$2,100.00	\$4,000.00	\$4,000.00
<b>6.0 Anderson Softball Complex Total</b>			<b>\$146,511.50</b>		<b>\$102,215.00</b>		<b>\$102,243.50</b>		<b>\$90,997.00</b>	
<b>7.0 ROSE CREEK GOLF COURSE</b>										
Remove Existing Asphalt Pavement (All Thicknesses)	1,980	SY	\$40.00	\$79,200.00	\$14.00	\$27,720.00	\$23.00	\$45,540.00	\$30.00	\$59,400.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	2,190	SY	\$128.00	\$280,320.00	\$73.00	\$159,870.00	\$98.00	\$214,620.00	\$68.00	\$148,920.00
Deeproot UB 12-2 Tree Root Barrier	172	LF	\$29.00	\$4,988.00	\$30.00	\$5,160.00	\$13.50	\$2,322.00	\$30.00	\$5,160.00
Finish Grade & Seeding	1	LS	\$40,200.00	\$40,200.00	\$5,500.00	\$5,500.00	\$28,500.00	\$28,500.00	\$6,000.00	\$6,000.00
Erosion Control	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$775.00	\$775.00
Earthwork	1	LS	\$25,000.00	\$25,000.00	\$28,890.00	\$28,890.00	\$10,500.00	\$10,500.00	\$27,375.00	\$27,375.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$4,500.00	\$4,500.00	\$2,600.00	\$2,600.00	\$5,000.00	\$5,000.00
General Conditions	1	LS	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00
<b>7.0 Rose Creek Golf Course Total</b>			<b>\$454,308.00</b>		<b>\$247,640.00</b>		<b>\$307,982.00</b>		<b>\$257,630.00</b>	

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>8.0 FOX RUN PARK</b>										
Remove Existing Plastic Retaining Wall (Field Verify)	241	LF	\$20.00	\$4,820.00	\$10.00	\$2,410.00	\$3.00	\$723.00	\$20.00	\$4,820.00
Remove Existing Concrete Pavement (All Thicknesses)	9	SY	\$50.00	\$450.00	\$50.00	\$450.00	\$82.00	\$738.00	\$40.00	\$360.00
Remove and Salvage Existing Sign	1	EA	\$55.00	\$55.00	\$50.00	\$50.00	\$75.00	\$75.00	\$150.00	\$150.00
4" Perforated Drintile w/ Filter Sock	95	LF	\$46.00	\$4,370.00	\$44.00	\$4,180.00	\$30.00	\$2,850.00	\$45.00	\$4,275.00
4" SDR35 PVC Storm Sewer Line	38	LF	\$137.00	\$5,206.00	\$28.00	\$1,064.00	\$100.00	\$3,800.00	\$30.00	\$1,140.00
4" PVC-45° Bend	2	EA	\$225.00	\$450.00	\$32.00	\$64.00	\$50.00	\$100.00	\$35.00	\$70.00
Connect to Existing Storm Sewer Inlet	1	EA	\$5,400.00	\$5,400.00	\$1,375.00	\$1,375.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
4" Reinforced Concrete Playground Sidewalk w/ 4" Agg. Base	200	SY	\$174.00	\$34,800.00	\$97.00	\$19,400.00	\$150.00	\$30,000.00	\$68.00	\$13,600.00
Install Salvaged Sign	1	EA	\$182.00	\$182.00	\$150.00	\$150.00	\$165.00	\$165.00	\$150.00	\$150.00
Playground Bench	2	EA	\$1,650.00	\$3,300.00	\$1,650.00	\$3,300.00	\$1,650.00	\$3,300.00	\$500.00	\$1,000.00
Finish Grade & Seeding	1	LS	\$10,100.00	\$10,100.00	\$2,500.00	\$2,500.00	\$5,100.00	\$5,100.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00	\$375.00	\$375.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$7,600.00	\$7,600.00	\$6,500.00	\$6,500.00	\$3,712.00	\$3,712.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$4,300.00	\$4,300.00	\$7,500.00	\$7,500.00	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00
<b>8.0 Fox Run Park Total</b>			<b>\$99,033.00</b>		<b>\$61,043.00</b>		<b>\$59,126.00</b>		<b>\$41,152.00</b>	

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>9.0 THARALDSON LITTLE LEAGUE COMPLEX</b>										
Remove Existing Curb & Gutter	10	LF	\$50.00	\$500.00	\$25.00	\$250.00	\$30.00	\$300.00	\$20.00	\$200.00
Remove and Salvage Existing Sign	1	EA	\$55.00	\$55.00	\$50.00	\$50.00	\$75.00	\$75.00	\$150.00	\$150.00
Remove Existing Plastic Retaining Wall (Field Verify)	282	LF	\$20.00	\$5,640.00	\$10.00	\$2,820.00	\$3.00	\$846.00	\$20.00	\$5,640.00
4" Perforated Drain Tile w/ Filter Sock	208	LF	\$46.00	\$9,568.00	\$44.00	\$9,152.00	\$25.00	\$5,200.00	\$45.00	\$9,360.00
4" SDR35 PVC Storm Sewer Line	17	LF	\$142.00	\$2,414.00	\$28.00	\$476.00	\$110.00	\$1,870.00	\$30.00	\$510.00
4"x4" Tee	1	EA	\$260.00	\$260.00	\$32.00	\$32.00	\$50.00	\$50.00	\$35.00	\$35.00
6" Storm Sewer Cleanout	1	EA	\$3,800.00	\$3,800.00	\$634.00	\$634.00	\$1,400.00	\$1,400.00	\$675.00	\$675.00
4" Insert Tee	1	EA	\$3,900.00	\$3,900.00	\$688.00	\$688.00	\$700.00	\$700.00	\$725.00	\$725.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	180	SY	\$124.00	\$22,320.00	\$87.00	\$15,660.00	\$120.00	\$21,600.00	\$68.00	\$12,240.00
4" Reinforced Concrete Playground Sidewalk w/ 4" Agg. Base	210	SY	\$173.00	\$36,330.00	\$97.00	\$20,370.00	\$120.00	\$25,200.00	\$78.00	\$16,380.00
Standard Concrete Curb & Gutter	10	LF	\$104.00	\$1,040.00	\$70.00	\$700.00	\$75.00	\$750.00	\$50.00	\$500.00
4' High Fence (Wirework Plus Panel)	132	LF	\$69.00	\$9,108.00	\$96.00	\$12,672.00	\$66.00	\$8,712.00	\$90.00	\$11,880.00
Install Salvaged Sign	1	EA	\$182.00	\$182.00	\$160.00	\$160.00	\$165.00	\$165.00	\$150.00	\$150.00
Playground Bench	3	EA	\$1,650.00	\$4,950.00	\$1,650.00	\$4,950.00	\$1,650.00	\$4,950.00	\$500.00	\$1,500.00
ADA Detectable Warning Panel	16	SF	\$80.00	\$1,280.00	\$70.00	\$1,120.00	\$60.00	\$960.00	\$55.00	\$880.00
Finish Grade & Seeding	1	LS	\$11,700.00	\$11,700.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00	\$550.00	\$550.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$9,000.00	\$9,000.00	\$24,194.00	\$24,194.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$4,600.00	\$4,600.00	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00
<b>9.0 Tharaldson Little League Complex Total</b>			<b>\$143,247.00</b>		<b>\$103,234.00</b>		<b>\$93,253.00</b>		<b>\$97,069.00</b>	
<b>10.0 ISLAND PARK</b>										
4" Reinforced Concrete Trail w/ 4" Aggregate Base	170	SY	\$124.00	\$21,080.00	\$87.00	\$14,790.00	\$120.00	\$20,400.00	\$68.00	\$11,560.00
Finish Grade & Seeding	1	LS	\$9,520.00	\$9,520.00	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00	\$550.00	\$550.00
Earthwork	1	LS	\$15,000.00	\$15,000.00	\$5,700.00	\$5,700.00	\$6,900.00	\$6,900.00	\$2,100.00	\$2,100.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
General Conditions	1	LS	\$4,100.00	\$4,100.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00
<b>10.0 Island Park Total</b>			<b>\$65,300.00</b>		<b>\$31,990.00</b>		<b>\$35,975.00</b>		<b>\$23,210.00</b>	



Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>11.0 FRIENDSHIP PARK</b>										
Remove Existing Basketball Standard	2	EA	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00	\$200.00	\$400.00
Remove Existing Asphalt Pavement (All Thicknesses)	1,200	SY	\$20.00	\$24,000.00	\$13.00	\$15,600.00	\$10.00	\$12,000.00	\$30.00	\$36,000.00
Basketball Standard	1	EA	\$7,640.00	\$7,640.00	\$7,641.00	\$7,641.00	\$7,300.00	\$7,300.00	\$4,250.00	\$4,250.00
Plinko Ball Standard	1	EA	\$18,630.00	\$18,630.00	\$18,630.00	\$18,630.00	\$17,400.00	\$17,400.00	\$4,250.00	\$4,250.00
2" Basketball Striping	272	LF	\$7.00	\$1,904.00	\$8.00	\$2,176.00	\$6.50	\$1,768.00	\$3.50	\$952.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	480	SY	\$119.00	\$57,120.00	\$77.00	\$36,960.00	\$95.00	\$45,600.00	\$68.00	\$32,640.00
Finish Grade & Seeding	1	LS	\$15,300.00	\$15,300.00	\$4,000.00	\$4,000.00	\$3,850.00	\$3,850.00	\$4,500.00	\$4,500.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$9,924.00	\$9,924.00
Mobilization	1	LS	\$14,600.00	\$14,600.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
General Conditions	1	LS	\$4,400.00	\$4,400.00	\$7,500.00	\$7,500.00	\$1,700.00	\$1,700.00	\$5,000.00	\$5,000.00
<b>11.0 Friendship Park Total</b>			<b>\$156,594.00</b>		<b>\$113,007.00</b>		<b>\$104,618.00</b>		<b>\$101,416.00</b>	
<b>12.0 LONGFELLOW PARK</b>										
2" Mill and Overlay	1,620	SY	\$31.00	\$50,220.00	\$22.96	\$37,195.20	\$26.00	\$42,120.00	\$30.00	\$48,600.00
4" Parking Lot Striping	820	LF	\$1.50	\$1,230.00	\$3.00	\$2,460.00	\$0.70	\$574.00	\$3.50	\$2,870.00
Accessible Symbol	2	EA	\$33.00	\$66.00	\$500.00	\$1,000.00	\$85.00	\$170.00	\$150.00	\$300.00
New Accessible Sign	2	EA	\$336.00	\$672.00	\$250.00	\$500.00	\$320.00	\$640.00	\$150.00	\$300.00
Mobilization	1	LS	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
General Conditions	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$3,500.00	\$3,500.00
<b>12.0 Longfellow Park Total</b>			<b>\$57,688.00</b>		<b>\$54,655.20</b>		<b>\$44,704.00</b>		<b>\$58,070.00</b>	
<b>TOTAL CONSTRUCTION (\$)</b>			<b>\$1,999,706.50</b>		<b>\$1,200,419.20</b>		<b>\$1,279,478.50</b>		<b>\$1,199,045.50</b>	

\* Yellow Highlighted items indicate math error from the contractors bid form and has been corrected in this spreadsheet

\* Blue indicates low bid

Contractor			Dakota Underground Co.		Earthwork Services Inc		Northern Improvement Co		Roers Construction Joint Venture LLC	
Description	Quantity	Units	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
<b>ALTERNATE NO.1 - THARALDSON TRAIL REHAB</b>										
Remove Existing Asphalt Pavement (All Thicknesses)	690	SY	\$20.00	\$13,800.00	\$10.00	\$6,900.00	\$13.50	\$9,315.00	\$30.00	\$20,700.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	690	SY	\$119.00	\$82,110.00	\$72.00	\$49,680.00	\$92.00	\$63,480.00	\$68.00	\$46,920.00
Finish Grade & Seeding	1	LS	\$18,100.00	\$18,100.00	\$7,500.00	\$7,500.00	\$7,700.00	\$7,700.00	\$7,500.00	\$7,500.00
Earthwork	1	LS	\$10,000.00	\$10,000.00	\$12,300.00	\$12,300.00	\$1,400.00	\$1,400.00	\$8,625.00	\$8,625.00
<b>Alternate No.1 - Tharaldson Trail Rehab Total</b>			<b>\$124,010.00</b>		<b>\$76,380.00</b>		<b>\$81,895.00</b>		<b>\$83,745.00</b>	
<b>ALTERNATE NO.2 - THARALDSON MOW STRIP</b>										
Concrete Mow Strip	132	LF	\$79.00	\$10,428.00	\$120.00	\$15,840.00	\$35.00	\$4,620.00	\$65.00	\$8,580.00
<b>Alternate No.2 - Tharaldson Mow Strip Total</b>			<b>\$10,428.00</b>		<b>\$15,840.00</b>		<b>\$4,620.00</b>		<b>\$8,580.00</b>	
<b>ALTERNATE NO.3 - MILWAUKEE TRAIL REHAB</b>										
Remove Existing Asphalt Pavement (All Thicknesses)	400	SY	\$20.00	\$8,000.00	\$10.00	\$4,000.00	\$15.00	\$6,000.00	\$30.00	\$12,000.00
4" Reinforced Concrete Trail w/ 4" Aggregate Base	400	SY	\$120.00	\$48,000.00	\$67.00	\$26,800.00	\$98.00	\$39,200.00	\$68.00	\$27,200.00
Finish Grade & Seeding	1	LS	\$14,400.00	\$14,400.00	\$2,800.00	\$2,800.00	\$6,100.00	\$6,100.00	\$3,500.00	\$3,500.00
Earthwork	1	LS	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$400.00	\$400.00	\$5,000.00	\$5,000.00
<b>Alternate No.3 - Milwaukee Trail Rehab Total</b>			<b>\$85,400.00</b>		<b>\$41,600.00</b>		<b>\$51,700.00</b>		<b>\$47,700.00</b>	
<b>ALTERNATE NO.4 - RHEAULT FARM PLAYGROUND SIDEWALK</b>										
4" Reinforced Concrete Playground Sidewalk w/ 4" Agg. Base	(165)	SY	\$178.00	(\$29,370.00)	\$100.00	-\$16,500.00	\$140.00	-\$23,100.00	\$70.00	-\$11,550.00
Thickened Edge Sidewalk	130	SY	\$143.00	\$18,590.00	\$92.00	\$11,960.00	\$165.00	\$21,450.00	\$80.00	\$10,400.00
<b>Alternate No.4 - Rheault Farm Playground Sidewalk Total</b>			<b>(\$10,780.00)</b>		<b>-\$4,540.00</b>		<b>-\$1,650.00</b>		<b>-\$1,150.00</b>	
<b>Grand Total</b>			<b>\$2,208,764.50</b>		<b>\$1,329,699.20</b>		<b>\$1,416,043.50</b>		<b>\$1,337,920.50</b>	

\* Blue indicates low bid



## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (d)-Consideration of Rose Creek Driving Range Net Replacement Bids

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Bids for the Rose Creek Driving Range Net Replacement were received and opened on February 6, 2024, at 2:00 P.M., at the Park District Office. The Fargo Park District received four (4) proposals and publicly opened three (3) proposals, with one (1) being rejected due to incorrect bid submittal.

Upon review, staff recommend rejecting all bids due to the project coming in substantially over budget. Project budget was \$110,000 and low bidder came in at a combined total of \$158,948.00. The plan is to reduce scope and rebid. Schedule to come at future date.

This was reviewed at the Planning Committee Meeting on February 19th, 2025, and the Committee recommended adding item to 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 reject the Rose Creek Driving Range Net Replacement Bids, as presented.

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

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



**Fargo Park District**  
**Rose Creek Driving Range Net Improvements MBN Project 24-274**  
**Bid Date: February 6, 2025 @ 2:00 pm**

Company	Contractor's License	Bid Bond	Addendum 1 & 2	Bid Schedule #1 - All Site Work	Alternate #1 - Existing Barrier Net Demolition
American Gate & Security Company	X	X	X	\$167,890.00	\$1,830.00
Century Fence Co.	X	X	X	\$157,348.00	\$1,600.00
Park and Play USA	X	X	X	\$326,420.00	\$15,493.00
Newman Fence	X	X			



## MEMORANDUM

DATE: February 19, 2025  
TO: Fargo Park Board Committee Members  
FROM: Tyler Kirchner, Project Manager  
RE: Consent Agenda Item (e)-Permission to bid 2025 Courts Plus Siding Project

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid 2025 Courts Plus Siding Project.

Funds for these projects will be taken from the 2025 approved budget. Bid timelines for these projects have yet to be determined.

This was reviewed at the Planning Committee Meeting on February 19th, 2025, and the Committee recommended adding item to 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 to publicly bid the 2025 Courts Plus Siding Project, as presented.

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

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

## East Facade - Courts Plus





## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (f) –Consideration of Pepsi Soccer Complex Building Siding Project Bids

---

Bids for the Pepsi Soccer Complex Building Siding Project were received and opened on February 6, 2025, at 1:00 p.m. at the Park District Office. Attached to this memo is the bid tabulation.

We received bids from Fargo Siding in the amount of \$42,750, Western Products in the amount of \$43,328.72, and Lemke Exteriors in the amount of \$51,158. Staff recommends accepting the bid from Fargo Siding for the bid amount of \$42,750. The bid met all specifications, is the lowest bid and is within the budgeted amount of \$60,000 for the project.

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

Thank you.

**SAMPLE MOTION:** I make a motion to award the bid to Fargo Siding for the Pepsi Soccer Complex Building Siding Project, as presented.

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

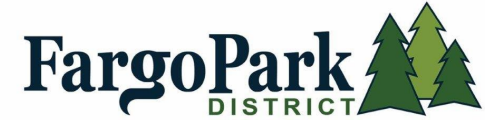
Our Core Values: \*Be Authentic \* Be Bold \* Be Collaborative

**Fargo Park District**

**Pepsi Soccer Complex Building Siding Project**

**Bid Opening: 1:00 PM, Thursday, February 06, 2025**

**Fargo Parks Sports Center**



<b><u>BIDDER</u></b>	<b><u>TOTAL BID PRICE</u></b>	<b><u>ESTIMATED COMPLETION DATE</u></b>
Lemke Exteriors	\$51,158	August 1, 2025
Western Products	\$43,328.72	August 1, 2025
Fargo Siding	\$42,750	April-May





## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (g)–Consideration of Davies Recreational Pool Resurfacing Project Bids

---

Bids for the Davies Recreational Pool Resurfacing Project were received and opened on February 5, 2025, at 1:30 p.m. at the Park District Office. Attached to this memo is the bid tabulation.

We received bids from Associated Pool Builders in the amount of \$175,200, Horizon Pool Supply in the amount of \$249,524, and Mid America Pool Renovation in the amount of \$375,000. Staff recommends accepting the bid from Associated Pool Builders for the bid amount of \$175,200 in addition to an add alternate that was provided for the replacement of drain grates in the amount of \$10,000 for a total bid amount of \$185,200. The bid met all specifications, is the lowest bid and is within the budgeted amount of \$320,000 for the project.

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

Thank you.

**SAMPLE MOTION:** I make a motion to award the bid to Associated Pool Builders for the Davies Recreational Pool Resurfacing Project, as presented.

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

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

**Fargo Park District**

**Davies Recreational Pool Resurfacing Project**

**Bid Opening: 1:30 PM, Wednesday, February 05, 2025**

**Fargo Parks Sports Center**



<b><u>BIDDER</u></b>	<b><u>TOTAL BID PRICE</u></b>	<b><u>ESTIMATED COMPLETION DATE</u></b>
Mid America Pool Renovation	\$375,000.00	10/01/2025
Horizon Pool Supply	\$249,524.00	10/03/2025
Associated Pool Builders	\$175,200.00	09/26/2025



## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (h)–Consideration of 2025 Park District Maintenance Equipment Bids

---

Bids for the purchase of 2025 Park District Maintenance Equipment were received and opened on February 5, 2025, at 1:00 p.m. at the Park District Office. Attached to this memo is the bid tabulation and equipment photos.

<u>Item#</u>	<u>Quantity</u>	<u>Description</u>
1	1	Tracked Skid Steer
2	1	Articulating loader
3	1	Cab Over Truck w/8CY Rear Load Trash Compactor

After review of the information, staff recommends

Accepting the Option A bid from Swanston Equipment for the purchase of the tracked skid steer in the amount of \$76,711.57

Accepting the Option B bid from Swanston Equipment for the purchase of the articulating loader in the amount of \$48,397.36

Accepting the bid from Sanitation Products in the amount of \$141,408 for the purchase of the Cab Over Truck w/8CY Rear Load Trash Compactor.

Rejecting the bids from RDO and Titan Machinery that did not meet equipment specifications:

- Titan Machinery submitted a bid with non-undercarriage suspension for Item #1- Tracked Skid Steer.
- RDO Equipment submitted a bid that included a DPF (Diesel Particulate Filter.)

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

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

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

Thank you.

SAMPLE MOTION: I make a motion to award the bids to Swanston Equipment and Sanitation Pros, as presented.

**Fargo Park District**  
**Park District Maintenance Equipment**  
 Bid Opening: 1:00 pm, Wednesday, February 05, 2025

	<b>Item 1</b>	<b>Item 2</b>	<b>Item 3</b>
	<u>Track Skid Steer 2025 or Current Model Year</u>	<u>Articulating Loader 2025 or Current Model Year</u>	<u>Cab Over Truck with 8 Cubic Yard Rear Load Trash Compactor Body 2025 or Current Model Year</u>
<b>Bidder</b>	Quantity = 1	Quantity = 1	Quantity = 1
Swanston Equipment-Option A	\$76,711.57	\$46,395.95	
Swanston Equipment-Option B	\$79,052.29	\$48,397.36	
RDO Equipment	\$73,150.00-Did Not Meet Specifications	\$72,532.05	
RDO Truck			\$161,998.94
Sanitation Products			\$141,408.00
Titan Machinery	\$62,750.00-Did Not Meet Specifications		



## MEMORANDUM

DATE: March 11<sup>th</sup>, 2025

TO: Fargo Park Board Members

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item (i)–Approval of Supplement number 4 to Ground Lease with the city of Fargo relating to the Ed Clapp Building

---

The Park District and The City of Fargo have a ground lease agreement for the Ed Clapp property. The Park District owns the land, while the city constructed a building on it. This building houses the Carlson Library, Ed Clapp Senior Center, and Valley Senior Services' administrative offices.

The initial agreement was approved in 2005 before the building's construction. Since then, supplements have been added to address unforeseen issues. The first supplement detailed maintenance responsibilities but cannot be located after an extensive search by both entities.

To clarify these responsibilities, we created supplement number four to replace section 13 of the original lease and the missing supplement number one.

For background, supplement number two allowed the school district to build an additional parking lot, and supplement number three clarified insurance responsibilities. Both refer to the missing supplement number one.

We have included the original ground lease and supplements two, three, and four for your review.

This item was discussed at the February 19<sup>th</sup>, 2025 Planning Committee and staff was instructed to place the item on the consent agenda for the March 11<sup>th</sup> Park Board Meeting.

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

**SAMPLE MOTION:** I move to approve Supplement Number 4 to the Ground Lease with the city of Fargo as presented.

Thank you.

①

APPROVED BY THE BOARD  
CITY COMMISSIONERS  
12-19-05

**GROUND LEASE  
(including shared use)**

**BY AND BETWEEN**

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

**AND**

**THE CITY OF FARGO, NORTH DAKOTA  
a municipal corporation**

**SOUTHSIDE LIBRARY FACILITY**

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**GROUND LEASE**

**THIS LEASE**, made this 15 day of December 2005 ("Lease"), by and between **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, party of the first part, herein after called the "Park District" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 200 North Third Street, Fargo, North Dakota, party of the second part, hereinafter called the "City",

**WITNESSETH:**

**WHEREAS**, Park District owns land including an existing parking lot; and,

**WHEREAS**, City is desirous of leasing property on which to construct a new southside library facility; and,

**WHEREAS**, the precise location of the facility has not been determined and the parties wish to determine that location by mutual consent during the design phase of the facility; and,

**WHEREAS**, Park District is agreeable to leasing the ground necessary for said construction, as well as allowing designated parking for the library; and,

**WHEREAS**, Park District desires to construct a connected, adjoining facility to provide space for its senior citizen administrative offices and function as a senior citizen center; and,

**WHEREAS**, Park District and City wish to enter into a ground lease for the construction of City's facility, as well as to provide therein provisions for the joint use of the vestibule or entry area which will include restrooms and will be hereinafter referred to as the "Lobby Entrance".

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, including the ground rent, the sufficiency of which is acknowledged by all parties, the parties hereby agree as follows:

1. **Leased Premises and Term.**

- A. **Description and Initial Term.** The Park District, for and in consideration of the covenants and agreements hereinafter to be kept and performed by the City, hereby leases to the City for and during the term of twenty-nine (29) years from and after the date hereof, a tract of property within Park District's property located on 32<sup>nd</sup> Avenue South in the City of Fargo. During the facility design phase, the parties will mutually agree on a precise location which location will be legally described and pictorially designated on an exhibit to be developed and denominated Exhibit "A". Said exhibit will be attached to a short form of lease as required by paragraph 16 hereinafter. It is the intent of this provision that attempting to designate the precise location and the legal description at this time may limit the parties' design options. Parking for the said facility shall be on the existing parking lot, as well as specific spaces designated for use of City's building which

will again all be shown on Exhibit "A" after the parties have mutually agreed on the same. The precise location after determination as set forth above will be known as the "Leased Premises". For purposes of this ground lease, there is attached as Attachment "1" a pictorial representation of the general area of Park District's property which will be the subject of design and mutual agreement as aforesaid.

- B. **Subsequent Term.** Following the initial 29-year term, this lease shall automatically renew for up to seven (7) additional periods of ten (10) years each unless City shall give Park District notice six (6) months in advance of the end of any 10-year term signifying its intent to not renew the Lease.
- C. **Staging Area for Construction.** Park District agrees that City may utilize portions of the existing parking lot during construction to provide a staging area and access for construction of City's building. City agrees to restore the parking lot to its present condition, if necessary, following such construction activities.
- D. **City's Failure to Commence Construction.** Notwithstanding the above, this Lease will terminate and the Park District will return to the City any rent paid under paragraph 2 below if the City has not commenced construction of the library facility on or prior to October 1, 2006. The parties anticipate that construction is expected to commence in the spring of 2006 and agree that the lease commencement date will be renegotiated if the project is stalled for any reason beyond the fall of 2006.

2. **Rental Obligations.** In consideration thereof City agrees to pay the Park District \$1.00 per year for the ground on which its building is constructed, the receipt whereof is hereby acknowledged.

3. **Use of Premises.** The City hereby covenants and agrees that the City shall use and occupy the Leased Premises for the purpose of constructing and operating the Southside Library facility owned by the City of Fargo. In addition, the building may be devoted to other uses provided, however, that the City must notify Park District of any change in use. It is the intent of this provision that this Lease is only for a library facility and for no other City purpose. If the City desires to use the Leased Premises for another purpose, it must secure the written consent of the Park District before such use, which consent shall not be unreasonably withheld. It is specifically understood and agreed that the concrete or asphalt areas located in proximity to the Leased Premises may be used by City for automobile parking purposes, it being the intent of this Lease that the City shall have the non-exclusive right during the term of this lease to use such areas for parking purposes. The parties agree to assign a minimum number of designated stalls that are for the exclusive use of the library facility and/or the senior citizen's facility during the hours the facilities are open. Designation of such stalls will be made during the design phase and covered in the joint use agreement.

4. **Ownership of Building and Removal.** The City shall retain ownership of any building placed on the Leased Premises provided it is removed from the premises within one hundred twenty (120) days after the expiration or termination in any manner of this Lease and

further provided that the Leased Premises are restored to the original condition, or in a condition acceptable to the Park District. If any building is not so removed as herein provided, ownership shall pass to the Park District provided, however, that the parties may otherwise agree at that time.

5. **Building Plan – Shared Facilities.** The general plans and specifications for the library space to be constructed by City on the Leased Premises shall not require approval of Park District but Park District shall have a right to review and comment on any of such plans. Such plans shall include appropriate and required landscaping at the cost of the City. However, the parties agree that Park District will be constructing an approximate 7,654 square foot connected, adjoining facility to accommodate its senior citizens program. The Park District intends to engage the services of the City-selected architect to coordinate the exterior design of the building to be constructed by the City, the proposed way the library facility will be connected to the senior citizens facility, including what may be contained in the Lobby Entrance ( including restrooms) and the senior citizens facility. Such designs shall be subject to the approval of the Park District, which approval shall not be unreasonably withheld. The parties will use their best efforts to coordinate an exterior building design that is compatible with the site and the neighborhood. Additional terms and conditions regarding shared use of a portion of the facility to be constructed by City, including the Lobby Entrance, or entry (including restrooms), will be included in a joint use agreement between the parties. Except as may otherwise be stated in this Lease or the joint use agreement, the parties acknowledge an intention to share such expenses on the ratio of the square footages of their respective facilities but will coordinate who best may be capable of providing specific services.

The parties agree that Lobby Entrance or entry area will be included as a part of City's construction. This entry area will be a joint use area and will provide the entry for Park District's senior citizen facility, as well as the library facility to be constructed. The entry area will be owned by City but utilized by the Park District. City agrees to pay the cost of maintenance, cleaning, and providing all utilities for the entry area.

City shall be solely responsible for bringing/extending utilities to the building site, sufficient to accommodate both facilities. To the extent possible, utilities will be separately metered between the library and the senior citizens facilities.

Notwithstanding the above, the parties acknowledge that they will use their best efforts to coordinate the design and construction of the City's library facility, the connecting Lobby Entrance and the Park District's senior citizens facility with the City coordinating the entire project. The parties acknowledge that the City has already extended requests for proposals for architectural services and the Park District will provide such information to the architect as the architect deems necessary and appropriate to assist the architect in including in the overall plan the design for the senior citizen facility and the opportunity to coordinate the later construction of both facilities to insure continuity of design, energy efficiency, and an expected overall savings in construction costs. The Park District and the City, through their respective employees or committees, will use their best efforts to coordinate such efforts and to allocate the costs in the appropriate manner.

6. **Assignment or Subletting.** This lease shall not be assigned by the City and the Leased Premises nor any part thereof may be sublet or re-rented except with the written permission of the Park District, which permission shall not be delayed or unreasonably withheld,

provided the use of the facility and the Leased Premises is consistent with the terms and conditions of paragraph 3 above.

7. City's Obligation for Utilities, Taxes and Special Assessments. It is expressly understood that Park District is under no obligation, nor will at any time be under any obligation whatever, to furnish any labor, materials, work, heat, electricity, water, gas or services, utility, or otherwise, to City. Other provisions relating to utility services and hydrants for fire protection shall be dealt with in a joint use agreement. In addition, City shall be responsible for and shall pay any and all taxes imposed on the leasehold interest pursuant to City or County ordinances and North Dakota law. Any special assessments attributable to the library facility and related improvements on the Leased Premises shall be City's responsibility. Any special assessments benefiting both the library and senior citizen facilities shall be shared equally between the parties. The parties acknowledge, however, that some allocations or determination of benefits may be better deferred or refined as the design is established and such allocations will be addressed in the joint use agreement. Upon agreeing on a definitive Exhibit "A" after design and location matters are determined, the parties will cooperate in replatting the property so that the Leased Premises is a separate and distinct tax parcel. The parties will share equally in the cost associated with the replat.

8. Quiet Enjoyment. The Park District covenants with the City that upon performing the obligations herein provided on its part to be performed, the City shall quietly enjoy the Leased Premises during the term of this lease or any extension thereof.

9. Law Governing. All provisions hereof, and words and phrases used herein, shall be governed and construed under the laws of the state of North Dakota, except insofar as the provisions of such laws or the benefits accruing therefrom are specially waived.

10. Insurance, Liability, Indemnity and Waiver of Subrogation.

A. City agrees to indemnify and save forever harmless Park District from any and all claims for damages of any kind or nature which may hereafter be made against Park District on account of any personal injuries or property damage arising out of or resulting from City's construction of the library facility and its subsequent use of the Leased Premises. For this purpose, City hereby agrees to carry and keep in force Worker's Compensation coverage as required by the laws of North Dakota and public liability and property damage insurance, all policies to be acceptable to Park District, who shall be named as an additional insured and furnished a copy of each policy or policies, as follows:

- i. Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys fees which may in any manner result from or arise out of this agreement.
- ii. Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages covering the governments for any and all claims of any nature which may in any manner arise out of or result from

this agreement:

- (a) Commercial general liability and automobile liability insurance - minimum limits of liability required of the governmental entity are \$250,000 per person and \$500,000 per occurrence.
  - (b) City shall maintain its own property damage coverage in such amounts as City deems necessary.
- B. Park District agrees to indemnify and save forever harmless City from any and all claims for damages of any kind or nature which may hereinafter be made against City on the account of any personal injuries or property damage arising out of or resulting from Park District's construction of the connected facility and its subsequent use of the same. For this purpose, Park District hereby agrees to carry and keep in force similar insurance coverages or self-insurance as set forth in the preceding subparagraph.
- C. The parties agree to consider and possibly add a medical reimbursement provision which will be discussed during the design phase and included in the joint use agreement.
- D. For and in consideration of the execution hereof, the parties hereto, on behalf of themselves and their respective insurers, do each herein and hereby release and relieve the other and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and other perils included in the All Risk property insurance coverage endorsement to the extent that said claims, actions, damages liability and expense are covered by insurance of either party, whether due to negligence of the parties, their agents, or employees or otherwise so coverable by insurance. The parties agree to cause such release and to endorse such provisions in insurance policies issued for the respective properties or parties, which are the subject of this Agreement.

11. Personnel and Invitees. It is expressly understood that the operations of each party, its officers, personnel and invitees shall be conducted in an orderly and proper manner and so as not to annoy or be offensive to others utilizing the library facility, the Park District's facility, or the common area of the joint facilities, and each party shall have the right to complain to the other as to the demeanor, conduct and appearance of each parties personnel and those persons doing business with it, whereupon each party will take all steps necessary to remove the cause of the complaint.

12. Condition of Premises - Acceptance and Vacation. The Leased Premises is accepted in its "AS IS" condition. The City will not do or permit anything to be done which would deface, damage or deteriorate the value of the Leased Premises. City agrees that it will leave the Leased Premises in a condition satisfactory to Park District if and when it vacates the Leased Premises.

13. Grounds, Parking Lot Maintenance and Snow Cleaning. Park District shall not be required during the term of this Lease to make any alterations or repairs to the Leased Premises

including the City's library building to be built thereon. Following construction, Park District shall maintain the parking lot surrounding the City's facility and under its control in reasonably good order and repair throughout the term of this Lease. Park District shall be responsible to remove snow/ice from the parking lot servicing the Leased Premises. The Park District shall also be responsible for all mowing/landscaping maintenance/lighting/sweeping and overall maintenance of the area immediately surrounding the facility. The cost of providing such services and City reimbursement will be included in a later joint use agreement based on the square footage of the respective facilities, not to include the Lobby Entrance.

Notwithstanding the above, the parties acknowledge that capital improvement to the parking lot (such as resurfacing and restriping) will be required. The parties will share equally in such costs and expenses.

14. Business Records - Public Records. It specifically understood and agreed in this regard that Park District and City are public bodies under North Dakota law and thus is subject to the open records and open meeting laws.

15. Basketball Courts. The parties understand and agree that Park District intends to construct an approximate 7,654 square foot facility adjoining and connected to City's library building which is estimated to be approximately 15,000 square feet. The parties acknowledge that the City will be removing four lighted basketball courts currently located on the Leased Premises and will reinstall two lighted basketball courts at such location directed by the Park District after the location and design of the building(s) are determined. The City acknowledges that the Park District intends to construct two additional lighted basketball courts to replace the two lost in this construction. The City agrees that it will pay to the Park District an amount equal to the actual cost incurred by the City in reconstructing the two lighted basketball courts. This figure will be determined and agreed upon during the design phase, but will be subject to adjustment when final cost are tallied. The payment will be due within thirty (30) days following the Park District invoicing the City but in no event earlier than thirty (30) days following the reconstruction of the two lighted basketball courts by the City.

16. Short Form of Lease. The parties hereby agree to execute a short form of lease referring to this lease and suitable for recording.

17. Miscellaneous.

A. Notices. All payments, demands and notices required herein shall be deemed to be properly served if sent by regular, certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by either party, in writing, notice shall be addressed as follows:

**LESSOR:** The Park District of the City of Fargo  
Attn: Executive Director  
701 Main Avenue  
Fargo, ND 58102

**LESSEE:** The City of Fargo, North Dakota  
Attn: City Auditor  
200 North Third Street  
Fargo, ND 58102

The date of service of such notice shall be three (3) days after the date such notice is deposited in a post office of the U.S. Post Office Department.

Any substitute address will be the address furnished by each party to the other.

- B. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.
- C. Approval or Consent by Park District. Where consent is required (except where the context indicates otherwise) consent from the Park District shall not be unreasonably requested by City nor shall such consent, approval or direction be unreasonably withheld by the Park District.

18. Dispute Resolution. All disputes between the parties under this Agreement shall be submitted to binding arbitration, conducted locally and not involving the American Arbitration Association. Each party shall bear one-third (1/3) of the cost of the arbitration. The nonprevailing party shall bear the remaining one-third (1/3) unless the arbitrator determines otherwise. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

The procedure for arbitration shall be that each party shall select one arbitrator, and the two selected arbitrators shall choose a third arbitrator. The parties will use their best efforts to select arbitrators that are familiar with the subject matter in dispute. The arbitrators need not be attorneys. The arbitrators may retain legal counsel to advise on procedural matters only. If either party fails to select an arbitrator within twenty (20) days after arbitration is sought, the matter will be heard by the one arbitrator selected. Notwithstanding the above, upon mutual agreement of the parties, they may agree upon one arbitrator to hear and render a decision on the dispute. The arbitrators shall render their decision within ninety (90) days following the last appointment/selection.

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

THE PARK DISTRICT OF THE CITY  
OF FARGO  
a park district under the laws of the  
State of North Dakota

By Tom Barnhart  
President

ATTEST:

Christopher M. Kennelly  
Christopher M. Kennelly, Clerk

THE CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

By Bruce W. Furness  
Bruce W. Furness, Mayor

ATTEST:

Steven Sprague  
Steven Sprague, City Auditor

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

On this 10<sup>th</sup> day of January, 2008, before me, a notary public within and for said county and state, personally appeared Tom Barnhart and CHRISTOPHER M. KENNELLY, to me known to be the President and Clerk, respectively, of THE PARK DISTRICT OF THE CITY OF FARGO, the entity described in and that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the said entity.

Notary Public  
State of North Dakota  
My Commission Expires Aug. 9, 2010

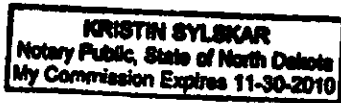
James F. Farnsworth  
Notary Public

(S E A L)



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

On this 4<sup>th</sup> day of January, <sup>2006</sup> 2005, before me, a notary public in and for said county and state, personally appeared BRUCE W. FURNESS and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.



*Kristin Sylskar*

\_\_\_\_\_  
Notary Public

(SEAL)

## SUPPLEMENT NO. 2 TO GROUND LEASE

**THIS SUPPLEMENT NO. 2 TO GROUND LEASE** ("Supplement No. 2") is made and entered into by and between **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota ("Park District") and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("City").

WHEREAS, the Park District and the City entered into a Ground Lease dated December 15th, 2005, a true and correct copy of which is attached hereto and incorporated by reference herein, for the construction of a southside Library managed by the City and a southside Senior Center managed by the Park District; and

WHEREAS, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 1 to Ground Lease following the completion of the construction of the building located on the Property and identifying both the Park District's and City's relative functions located within the structure; and

WHEREAS, the parties, along with the Fargo School District (District Number 1), have entered into a series of agreements related to the School constructing an elementary school on Park District property (the "School") known as Ed Clapp Park; and

WHEREAS, the proposed development of the School contemplates the use of some of the property subject to the Ground Lease between the Park District and the City, requiring the City and the Park District to establish an additional parking area to the north of the Library/Senior Center, all in accordance with the proposed Site Plan attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the Ground Lease, the continued relationship between the parties to provide services to the citizens of Fargo, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the City agree to supplement the Ground Lease, as amended pursuant to Supplement No. 1, by this Supplement No. 2, as follows:

1. All terms and conditions of the Ground Lease, as amended pursuant to Supplement No. 1, shall remain in full force and effect except as otherwise amended, qualified or explained in this Supplement No. 2. Any inconsistency between the Supplement No. 2 and the initial Ground Lease and Supplement No. 1 shall be construed in favor of this Supplement No. 2.

2. Paragraph 1 of the Ground Lease is amended in part to redefine the Leased Premises. The Leased Premises is pictorially designated on Exhibit "A" attached hereto, the Site Plan contemplated by the Park District, the City and the School, to be attached hereto as Exhibit "B" will be the legal description of the Leased Premises which will be established by survey following the completion of the construction of the School and improvements, to include the parking lot area to the north of the current Library/Senior Center, which parking lot will be included in the Leased Premises. The Park District and the City acknowledge that attempting to designate the precise

location of the boundary lines of the Leased Premises by legal description at this time may limit site development plans that will benefit all parties.

3. The addition to the Leased Premises is intended to be a new parking lot constructed by and at the sole cost and expense of the School. It is specifically understood and agreed by and between the Park District and the City that the new parking lot may be used by both the Library staff and the Senior Center staff for automobile parking purposes only. General patron parking of the Library and the Senior Center shall continue to be to the south and east of the facility. If the Park District and the City at some time in the future desire to assign a minimum number of designated stalls for the exclusive use of the Library staff and/or the Senior Center staff, such designations will be made pursuant to a separate Joint Use Agreement, which Joint Use Agreement may contemplate costs associated with applicable signage.


4. To the extent there are any costs and expenses associated with the parking lot construction that are not covered by the School in separate agreements with the School, the City and the Park District agree to share equally in such costs and expenses.

5. Maintenance and snow removal of the added parking lot shall be subject to the terms and conditions of the initial Ground Lease and Supplement No. 1.

6. This Supplement No. 2 shall in all things be effective upon final approval to the School for the development of the new elementary school and the commencement of the construction of the new parking lot to be included in the added leased premises to the north of the current Library/Senior Center.

THE PARK DISTRICT OF THE CITY  
OF FARGO

By:   
Its: President

By:   
Its: Clerk

THE CITY OF FARGO, NORTH DAKOTA

By:   
Dennis Walaker, Mayor

Attest:   
Steven Sprague, City Auditor

## SUPPLEMENT NO. 3 TO GROUND LEASE

This Supplement No. 3 to Ground Lease ("Supplement No. 3") is made this 11 day of July, 2023 (the "Effective Date") between **Park District of the City of Fargo** ("Park District"), a park district under the laws of the State of North Dakota, and **The City of Fargo, North Dakota**, a municipal corporation ("City").

### RECITALS

**WHEREAS**, The Park District and the City entered into a Ground Lease dated December 15, 2005, a true and correct copy of which is incorporated by reference here, for the construction of a southside Library managed by the City and a southside Senior Center managed by the Park District.

**WHEREAS**, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 1 to the Ground Lease.

**WHEREAS**, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 2 to the Ground Lease.

**WHEREAS**, the Park District and City desire to modify the terms of the Ground Lease as further detailed in this Supplement No. 3.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 10.A. shall be deleted and replaced as follows:
  - A. City agrees to indemnify and save forever harmless Park District from any and all claims for damages of any kind or nature which may hereafter be made against Park District on account of any personal injuries or property damage arising out of or resulting from City's use of the Leased Premises. For this purpose, City hereby agrees to carry and keep in force Worker's Compensation coverage as required by the laws of North Dakota and public liability for property damage arising out of their occupancy of the premises along with All Risk property insurance coverage on the structure itself at a minimum of full replacement cost, all policies to be acceptable to Park District, who shall be named as an additional insured and furnished a copy of each policy or policies as follows:


The remainder of Section 10, including but not limited to Sections 10.A.i. and 10.A.ii. shall remain in full force and effect as written in the Ground Lease.

2. All terms and conditions of the Ground Lease, as amended pursuant to Supplement No. 1 and Supplement No. 2, shall remain in full force and effect except as herein amended this Supplement No. 3. Any inconsistency between Supplement No 3 and the initial Ground Lease, **Supplement No. 1 and Supplement No. 2** shall be construed in favor of this Supplement No. 3.

Supplement No. 3 to Ground Lease

**Park District of the City of Fargo**

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

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

**The City of Fargo, North Dakota**

  
By: Timothy Mahoney  
Its: Mayor

  
By: Steven Sprague  
Its: City Auditor

## SUPPLEMENT NO. 4 TO GROUND LEASE

This Supplement No. 4 to Ground Lease ("Supplement No. 4") is made this 21 day of January, 2025 (the "Effective Date") between the Park District of the City of Fargo ("Park District"), a park district under the laws of the State of North Dakota, and the City of Fargo, North Dakota, a municipal corporation ("City").

### RECITALS

**WHEREAS**, the Park District and the City entered into a Ground Lease dated December 15, 2005, a true and correct copy of which is incorporated by reference herein, for the construction of the southside Library managed by the City and a southside Senior Center (now known as the Ed Clapp Senior Center) managed by the Park District.

**WHEREAS**, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 1 to the Ground Lease ("Supplement No. 1"). No party is in possession of a copy of Supplement No. 1 and the parties intend to terminate Supplement No. 1 as detailed below.

**WHEREAS**, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 2 to the Ground Lease ("Supplement No. 2").

**WHEREAS**, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No 3 to the Ground Lease (Supplement No. 3") dated July 11, 2023.

**WHEREAS**, the Park District and City desire to amend the terms of the Ground Lease to set forth each Parties' responsibility for various aspects of the maintenance operations for the facilities (the Carlson Library and Ed Clapp Senior Center) and the grounds/parking lot.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 13 of the Ground Lease shall be deleted and replaced as follows:

13. Facilities and Grounds Maintenance and Capital Improvements. The Park District's and City's responsibilities for maintenance of the facilities and grounds shall be as follows:

I. Facilities:

- a. The City shall be solely responsible for the maintenance of the Carlson Library.
- b. The City shall be solely responsible for the maintenance of the shared lobby space of the Carlson Library and the Ed Clapp Senior Center.
- c. The Park District shall be solely responsible for the maintenance of the Ed Clapp Senior Center.

II. Grounds:



a. The City shall provide maintenance for the parking lot areas to the Carlson Library and Ed Clapp Senior Center to include:

- i. Parking lot crack sealing, milling, chip sealing and striping;
- ii. Parking lot sweeping;
- iii. Snow removal;
- iv. Changing pole light fixtures and replacement of failed fixtures.

b. The Park District shall provide maintenance for the ground areas for the Carlson Library and Ed Clapp Senior Center to include:

- i. Spring cleanup
- ii. Mowing
- iii. Weed abatement
- iv. Landscaping

III. Costs of Maintenance. Regular maintenance costs described above in Sections 13(I) and 13(II) shall be divided between the City and Park District based upon the square footage of the building:

a. City – 17,101 sf. equal to 68%

b. Park District – 7,916 sf equal to 32%.

The City and Park District shall document all costs they incur related to maintenance throughout each calendar year. At the end of the calendar year, the Parties shall work together in good-faith to reconcile the cost and make any reimbursement required by this Supplement No. 4. to the Ground Lease.

IV. Capital Improvement Costs. Any capital improvement costs equal to or above ten thousand dollars (\$10,000.00) shall be shared equally between the City and Park District as long as both parties are aware of the project prior to the commencement of said project. If no notification is provided, the initiating party shall cover the complete cost.

2. The Parties Agree that Supplement No. 1. shall be terminated and shall have no validity or enforceability after the Effective Date of this Supplement No 4.

3. All terms and conditions of the Ground Lease, as amended pursuant to Supplement No. 2 and Supplement No. 3, shall remain in full force and effect except as herein amended by this Supplement No 4. Any inconsistency between Supplement No. 4 and the initial Ground Lease, Supplement No 2 and Supplement No. 3, shall be construed in favor of this Supplement No. 4.

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

Park District of the City of Fargo

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

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

City of Fargo

By:  \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

  
\_\_\_\_\_  
Steven Sprague, City Auditor





## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Susan Faus; Executive Director

RE: Consent Agenda Item (j) – Consideration of approval of Operational Expectation- Asset Protection (OE) 5

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Governance policies are monitored per the annual work plan. Monitoring determines the degree to which board policies are being met. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

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

Thank you.

SAMPLE MOTION: I make a motion to approve the Operational Expectation-Asset Protection (OE)5 policy, as presented.

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

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

FARGO PARK DISTRICT – 2025-26

January 14, 2025

RE: Monitoring Report on OE – 5 Asset Protection

FROM: Susan Faus, Executive Director

BOARD FOCUS: Action Required

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

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

**DIRECTIONS:**

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

**OE-5 Asset Protection**

The Executive Director shall not allow assets to be unprotected, inadequately maintained, inappropriately used, or unnecessarily risked.

<b>Policy Statement</b>	<b>Summary Response</b>	<b>Administrative Opinion of Status</b>	<b>Board Members’ Assessment</b>
Accordingly, the Executive Director shall: 1. Obtain insurance coverage against theft and casualty losses to 100% of replacement value and against liability losses to Board members, staff, and the organization itself.	The Fargo Park District has property, casualty, and general liability insurance through Marsh McLennan Agency.  Attached are the limits for each area of coverage.	Compliant	Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliant -VD 02/10/25

<p>2. Take reasonable steps to ensure the facilities and equipment are sufficiently maintained.</p>	<p>The Fargo Park District is developing a preventative maintenance plan to ensure the facilities and equipment are sufficiently maintained.</p> <p>Strategic Plan – Objective 1.3.2 Develop standards for and expectations for replacement of all equipment used within the park district.</p>	<p>Compliant</p> <p>The park district has a current preventative maintenance plan, but this plan will be updated with objective 1.3.2 of the strategic plan in Q1 of 2026.</p>	<p>Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliant -VD 02/10/25</p>
<p>3. Ensure that actions do not knowingly, recklessly, or negligently expose the organization, Board, or staff to legal liability.</p>	<p>The Fargo Park District has a crisis communication plan in place.</p>	<p>Compliant</p>	<p>Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliant -VD 02/10/25</p>
<p>4. Protect intellectual property.</p>	<p>The Fargo Park District does not have a policy in place.</p>	<p>Not Compliant</p> <p>Staff will work on a policy to protect intellectual property and have a draft completed by Q1 of 2026. Consult with Park District attorney.</p>	<p>Not Compliant-ZA Not Compliant-JD Not Compliant-AH-no existing policy in place Agreed Concur with Administration opinion -VD 02/10/25</p>

<p>5. Commit to any non-budgeted purchase or expenditure of more than \$50,000.00 without Board approval.</p>	<p>Long Range Financial Plan. As a component of the 2025 Operational Work Plan, the Park District will be developing a Long-Range Financial Plan will spell out non-budgeted purchase limitations and line-item adjustment limitations requiring board approval.</p>	<p>Compliant (In process)</p> <p>Staff will have a plan in place by the end of Q1 2025.</p>	<p>Compliant-ZA  Compliant-JD(in process)- Staff will have a plan in place by the end of Q1 2025  Compliant-AH  Agreed, compliant  Compliance in process  Progress adequate -VD -02/10/25</p>
<p>6. Make any purchase without weighing:</p> <ul style="list-style-type: none"> <li>a. reasonable precaution against conflict of interest.</li> <li>b. comparative prices based on items of similar quality.</li> <li>c. a balance between long-term quality and cost.</li> </ul> <p><i>*Reference: Procurement Policy No. 390</i></p>	<p>Procurement Policy.</p> <p>Fargo Park District Procurement Policy – 390 addresses spending limits, approval requirements, necessity for written specifications, and competitive bidding, which all speak directly to the care given competitive pricing, quality expectations, and protection against individuals purchasing without proper approvals.</p>	<p>Compliant</p>	<p>Compliant-ZA  Compliant-JD  Compliant-AH  Agreed, compliant  Compliant -VD 02/10/25</p>

<p>7. Use a competitive bidding procedure for the purchase of all supplies, materials, and equipment, and any contracted services except professional services (architectural, engineering, construction management, research, consulting) of \$50,000 or more or \$200,000 for those costs associated with construction as specified by law.</p> <p><i>*Reference: Procurement Policy No. 390</i></p>	<p>Fargo Park District Procurement Policy.</p> <p>Attached is the Procurement Policy.</p>	<p>Compliant</p>	<p>Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliant -VD 02/10/25</p>
<p>8. Protect information and files from loss or significant damage.</p>	<p>Fargo Park District Records Retention Policy and Schedule.</p> <p>Attached is the DRAFT policy and schedule.</p>	<p>Compliant (In Process). Executive Director will compare draft schedule with the policy from the state.</p>	<p>Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliance in process Progress adequate -VD 02/10/25</p>
<p>9. Ensure that a policy is in place for the encumberment or disposal of real property.</p>	<p>The Fargo Park District does not have a policy in place for the encumberment or disposal of real property.</p>	<p>Not Compliant</p> <p>Staff will have a formal policy for how to dispose of real property.</p> <p>Policy completed by Q4 of 2025.</p>	<p>Not Compliant-ZA Not Compliant-JD- maybe see NDSU's policy of sending equipment to "surplus" Not Compliant-AH no existing policy in place Agreed</p>

<p>10. Preserve and dispose of all records related to affairs or business of the organization following state and federal law.</p>	<p>Fargo Park District Records Retention Policy and Schedule.</p> <p>Attached is the DRAFT policy and schedule.</p>	<p>Compliant (In Process)</p>	<p>Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliance in process Progress adequate -VD 02/10/25</p>
<p>11. Ensure that any action knowingly, recklessly, or negligently endangers the organization's public image or credibility, jeopardizing its ability to accomplish its mission.</p>	<p>Fargo Park District Crisis Communication Plan</p>	<p>Compliant</p> <p>See attached Crisis Communication Plan</p>	<p>Compliant-ZA Compliant-JD Compliant-AH Agreed, compliant Compliance -VD 02/10/25</p>

<p><b>Possible Policy Changes</b> <i>DIRECTIONS:</i> Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by a rationale for the change.</p>
Empty space for policy changes

**RECOMMENDATION:** that the monitoring report be accepted and filed.



## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

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

RE: Agenda Item #3. – Approve the 2025 adjusted Aquatic Fees

During the June Facilities Committee meeting, staff presented the proposed 2025 fees, which were later approved by the Park Board. At that time, the Executive Team requested that staff explore opportunities to increase fees where appropriate and reduce expenses to help balance the budget. As part of this effort, staff recommended increases in seasonal pass fees, as these had not seen significant adjustments in the last five years.

At the August Park Board meeting, the Commissioners approved the 2025 aquatic hours and fees.

In February, the Fargo Park District Planning Committee discussed the adjusted 2025 aquatic fees, and the Commissioners agreed to bring the proposal to the full Board for consideration in March.

In response to community feedback, staff have reevaluated season pass pricing for Island Park Pool, the five-for-one pool season pass, and a newly proposed four-for-one pass, which provides access to all pools except Island Park Pool. These recommendations are based on public input, a comprehensive review of amenities at each facility, and an additional hour of open swim per day.

### **Recommended Changes:**

- Reduced pricing for youth, family, and adult season passes at Roger G. Gress, Southwest, Davies, and Island Park Aquatic Facilities.
- Reduced pricing for the all-inclusive five-for-one season pass.
- Introduction of a new four-for-one season pass, granting access to all pools except Island Park Aquatic Facility.

These changes will require a budget modification, reducing our revenues by \$57,610.

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

A detailed fee structure is available for your review. If you have any questions or need further clarification, please don't hesitate to reach out before the meeting.

Thank you for your time and consideration.

**SAMPLE MOTION:** I make the motion to approve the 2025 Adjusted Aquatic Fees, as presented.



## Updated 2025 Recommended Pool Fees 2-13-2025

		2024 Approved Fees	2025 Approved Fees	UPDATED Recommended Fees 2/13/2025
<b>Outdoor Swim Admissions</b>				
Island Park Aquatic Facility	Youth		\$ 10.00	\$ 10.00
Island Park Aquatic Facility	Adult		\$ 12.00	\$ 12.00
Madison Pool	Youth	\$ 4.00	\$ 4.00	\$ 4.00
Madison Pool	Adult	\$ 5.00	\$ 5.00	\$ 5.00
Roger G Gress @ Northside Rec	Youth	\$ 5.00	\$ 5.00	\$ 5.00
Roger G Gress @ Northside Rec	Adult	\$ 6.00	\$ 6.00	\$ 6.00
Southwest Pool	Youth	\$ 5.00	\$ 5.50	\$ 5.50
Southwest Pool	Adult	\$ 6.00	\$ 6.50	\$ 6.50
Davies Pool	Youth	\$ 5.00	\$ 6.50	\$ 6.50
Davies Pool	Adult	\$ 6.00	\$ 7.50	\$ 7.50
<b>Outdoor Season Pass</b>				
Island Park Aquatic Facility	Youth	NA	\$ 180.00	\$ 100.00
Island Park Aquatic Facility	Adult	NA	\$ 216.00	\$ 130.00
Island Park Aquatic Facility	Family	NA	\$ 454.00	\$ 270.00
Madison Pool	Youth	NA	\$ 72.00	\$ 72.00
Madison Pool	Adult	NA	\$ 92.00	\$ 92.00
Madison Pool	Family	NA	\$ 193.00	\$ 193.00
Roger G Gress @ Northside Rec	Youth	NA	\$ 90.00	\$ 75.00
Roger G Gress @ Northside Rec	Adult	NA	\$ 108.00	\$ 100.00
Roger G Gress @ Northside Rec	Family	NA	\$ 232.00	\$ 205.00
Southwest Rec Pool	Youth	NA	\$ 99.00	\$ 80.00
Southwest Rec Pool	Adult	NA	\$ 117.00	\$ 105.00
Southwest Rec Pool	Family	NA	\$ 251.00	\$ 215.00
Davies Pool	Youth	NA	\$ 117.00	\$ 85.00
Davies Pool	Adult	NA	\$ 135.00	\$ 110.00
Davies Pool	Family	NA	\$ 290.00	\$ 225.00
Four for One (Includes all pools except Island Park)	Youth	\$ 72.00		\$ 90.00
Four for One (Includes all pools except Island Park)	Adult	\$ 92.00		\$ 115.00
Four for One (Includes all pools except Island Park)	Family	\$ 193.00		\$ 235.00
All Pools (Five for One)	Youth	NA	\$ 210.00	\$ 150.00
All Pools (Five for One)	Adult	NA	\$ 235.00	\$ 170.00
All Pools (Five for One)	Family	NA	\$ 500.00	\$ 350.00



## MEMORANDUM

DATE: March 11, 2025  
TO: Fargo Park Board Commissioners  
FROM: Dave Bietz, Deputy Director of Operations  
RE: Agenda Item #4 – Madelyn’s Meadows Developers Agreement

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Fargo Park District staff have been collaborating with the developers of Madelyn’s Meadows Development on a 70-acre parcel located at 73rd Avenue South and 30th Street South. As part of the project, the developer wishes to include a park featuring a recreation trail, open green space, a picnic shelter, park benches, and a playground. A total of 2.17 acres has been designated for this park. Typically, the deed to the property is part of the developer’s agreement, in this agreement the park district already has received the deed to the property. Previous leadership accepted the deed to the property without having a developer’s agreement in place.

Presented along with this memo is a copy of the Developer’s agreement. The agreement has been reviewed by legal counsel and changes suggested by legal counsel have been incorporated in the agreement. The agreement provides for the park to be developed through a special assessment district that would be created by the Fargo Park District over the approximately 70 acres. The total cost of the park to be assessed is estimated at \$743,204.55. A proposed design is shown on Exhibit B of the agreement.

At this time, preliminary plans are to start the construction of the park in Summer of 2025 or 2026.

This was reviewed at the Planning Committee Meeting on February 19th, 2025 and the Committee recommended bringing it to the full board for consideration of approval.

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

Thank you,

SAMPLE MOTION: I make a motion to approve the Madelyn’s Meadows Developers Agreement between the Developer and the Fargo Park District, as presented.

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

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

## PARK DEVELOPMENT AGREEMENT

### Madelyn's Meadows Addition

This Park Development Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between EagleRidge Development, whose post office address is 3280 Veterans Blvd, Suite 300, Fargo, North Dakota, 58104 ("Developer"), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota 58103 ("Park District").

#### Preliminary Statements

Developer was the owner of a 70.63 acres, more or less, tract of real property located in the City of Fargo, Cass County, North Dakota (the "Developer Property"), specifically described below and delineated on the plat/survey attached as Exhibit "A".

Developer has planned a residential and recreational development on the Developer Property in which the Developer desired to include and dedicate a park of approximately 2.17 acres on Developer Property, located in the proposed plat at Lot 7, Block 6 Madelyn's Meadows Fourth Addition to the City of Fargo, situated in the County of Cass and the State of North Dakota shown in Exhibit "A", (the "Park Area"). Developer supports Park Design shown in Exhibit "B" and Assessment Area shown in Exhibit "C".

#### Agreement

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

1. Scope of Agreement. This Agreement shall not constitute a partnership or a joint venture by and between the Developer and Park District. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Developer Property, including the Park Area that is described herein. Each of the parties is an independent contractor and although they will coordinate their efforts to develop the Park Area, maybe to include elements of design, access, and amenities, neither party is assuming any obligation of the other party.

2. Conveyances. Developer has conveyed to Park District approximately 2.17 acres that constitutes the Park Area, in the general location as shown on the site plan attached as Exhibit "A" by Warranty Deed. The parties acknowledge that the approved plat shall dedicate the Park Area to public use. The 2.17 acre parcel shall be conveyed to the Park District by Warranty Deed, free and clear of all liens, encumbrances, taxes, and specials, etc.

3. Developer and Park District Obligations. Developer and Park District acknowledge that they will be responsible for the following amenities to be located on the Developer Property and the Park Area:

- a. Specific Park Amenities to be paid by Park District are described on Exhibit "D" and will be installed by the Park District and included with the park assessment. The assessment area is shown in Exhibit "C". Cost will be per Exhibit "E". Developer waives all rights to protest park assessment in assessment area. If park assessment district fails to be established, then Park Area Design will be reduced to only trail, grading, drainage, and greenspace.
- b. The Park District will not have any responsibility for trees and other landscaping to be planted outside the Park Area.
- c. Park District, at its sole cost and expense, will purchase and plant/install trees to be included in the Park Area which shall be part of the Park Area construction.
- d. Park District, at its sole cost and expense, will purchase and install typical park signage with park rules.

4. Park Area Design. The Park District shall develop a design for the park and trails to be constructed in the Park Area shown in Exhibit "B". The Developer acknowledges that the Park District will have concerns pertaining to the access, safety and programming that are consistent with the Park District's mission, rules, and regulations.

5. Non-Park Area Specials. The parties acknowledge and the Developer agrees, for the purposes of special assessments, the Park Area (Lot 7, Block 6) will be assessed at 60 feet of front footage not to exceed 7,500 square feet.

6. Maintenance. In entering into this Agreement, the Park District contemplates it will maintain the Park Area within its normal park maintenance program and consistent with its other parks within the Fargo area. The Park District will be generally responsible for future maintenance of the Park Area, the trails leading to the Park Area and the equipment and other Specific Park Amenities in the Park Area. If the Developer and the Park District agree to coordinate access to other trails/parks or provide other amenities, any such other amenities agreed to by and between the Park District and the Developer may require a joint maintenance agreement.

7. Construction. The construction of the General Park Amenities and the Specific Park Amenities as shown on Exhibit "B" is intended to be completed by December 31, 2026.

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

9. Naming Rights. The Park District shall have the right to name the Park Area. Park shall be named Madelyn's Meadows Park.

10. General Provisions.

- a. This Agreement, together with the other surveys, plans and specifications that have been reviewed by the parties or later to be provided pursuant to this Agreement and the attachments hereto, contain the entire agreement among the parties respecting the matters herein set forth and superseded all prior discussion with respect to such matters. Notwithstanding the above, the parties acknowledge that this is a work in progress and the development of the final design for the Park Area will be part of this Agreement.
- b. This Agreement shall be binding upon the inure to the benefit of all the parties and their respective successors and assigns.
- c. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.
- d. This Agreement may be modified only by a written document signed by all parties. A purported oral modification shall not be effective.
- e. The Developer shall hold the Park District harmless for any claim or injury to a person or property arising out of, or in the course of, its construction, design, and plan of the Park Area. In like manner, the Park District, once it acquires the Park Area and assumes maintenance responsibility, will hold the Developer harmless for claims arising out of its negligence in maintaining the Park Area.

DEVELOPER

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

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

PARK DISTRICT:

THE PARK DISTRICT OF THE  
CITY OF FARGO

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

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

# MADELYN'S MEADOWS FOURTH ADDITION

A PART OF THE NORTHERN PART OF THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 146 NORTH, RANGE 65 WEST OF THE 10TH P.M.

**PLAT BOUNDARY DESCRIPTION:**  
A part of the town made in the South West of the Northwest Quarter of Section 11, Township 146 North, Range 65 West of the 10th P.M. in the County of Cass, State of North Dakota.

**OWNER'S DECLARATION:**  
I, the undersigned, being the owner of the above described land, do hereby certify that the same is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota, and that the same is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota, and that the same is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota.

State of North Dakota  
County of Cass

My Comm. Expires: 12/31/2022  
Notary Public: *[Signature]*

City of Fargo  
Date: 10/20/22

City Engineer: *[Signature]*

City Clerk: *[Signature]*

City Auditor: *[Signature]*

City Treasurer: *[Signature]*

City Attorney: *[Signature]*

City Manager: *[Signature]*

City Council: *[Signature]*

City Commission: *[Signature]*

City Board of Health: *[Signature]*

City Board of Public Safety: *[Signature]*

City Board of Parks and Recreation: *[Signature]*

City Board of Social Services: *[Signature]*

City Board of Utilities: *[Signature]*

City Board of Zoning: *[Signature]*

City Board of Planning: *[Signature]*

City Board of Economic Development: *[Signature]*

City Board of Cultural Affairs: *[Signature]*

City Board of Arts: *[Signature]*

City Board of Music: *[Signature]*

City Board of Theater: *[Signature]*

City Board of Film: *[Signature]*

**CITY ENGINEER'S APPROVAL:**  
I, the undersigned, being the City Engineer, do hereby certify that the above described land is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota, and that the same is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota.

State of North Dakota  
County of Cass

My Comm. Expires: 12/31/2022  
Notary Public: *[Signature]*

City of Fargo  
Date: 10/20/22

City Engineer: *[Signature]*

City Clerk: *[Signature]*

City Auditor: *[Signature]*

City Treasurer: *[Signature]*

City Attorney: *[Signature]*

City Manager: *[Signature]*

City Council: *[Signature]*

City Commission: *[Signature]*

City Board of Health: *[Signature]*

City Board of Public Safety: *[Signature]*

City Board of Parks and Recreation: *[Signature]*

City Board of Social Services: *[Signature]*

City Board of Utilities: *[Signature]*

City Board of Zoning: *[Signature]*

City Board of Planning: *[Signature]*

City Board of Economic Development: *[Signature]*

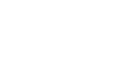
City Board of Cultural Affairs: *[Signature]*

City Board of Arts: *[Signature]*

City Board of Music: *[Signature]*

City Board of Theater: *[Signature]*

City Board of Film: *[Signature]*



**PLANNING COMMISSION APPROVAL:**  
I, the undersigned, being the Planning Commission, do hereby certify that the above described land is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota, and that the same is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota.

State of North Dakota  
County of Cass

My Comm. Expires: 12/31/2022  
Notary Public: *[Signature]*

City of Fargo  
Date: 10/20/22

City Engineer: *[Signature]*

City Clerk: *[Signature]*

City Auditor: *[Signature]*

**CITY COMMISSION APPROVAL:**  
I, the undersigned, being the City Commission, do hereby certify that the above described land is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota, and that the same is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Cass, North Dakota.

State of North Dakota  
County of Cass

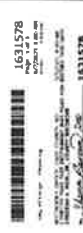
My Comm. Expires: 12/31/2022  
Notary Public: *[Signature]*

City of Fargo  
Date: 10/20/22

City Engineer: *[Signature]*

City Clerk: *[Signature]*

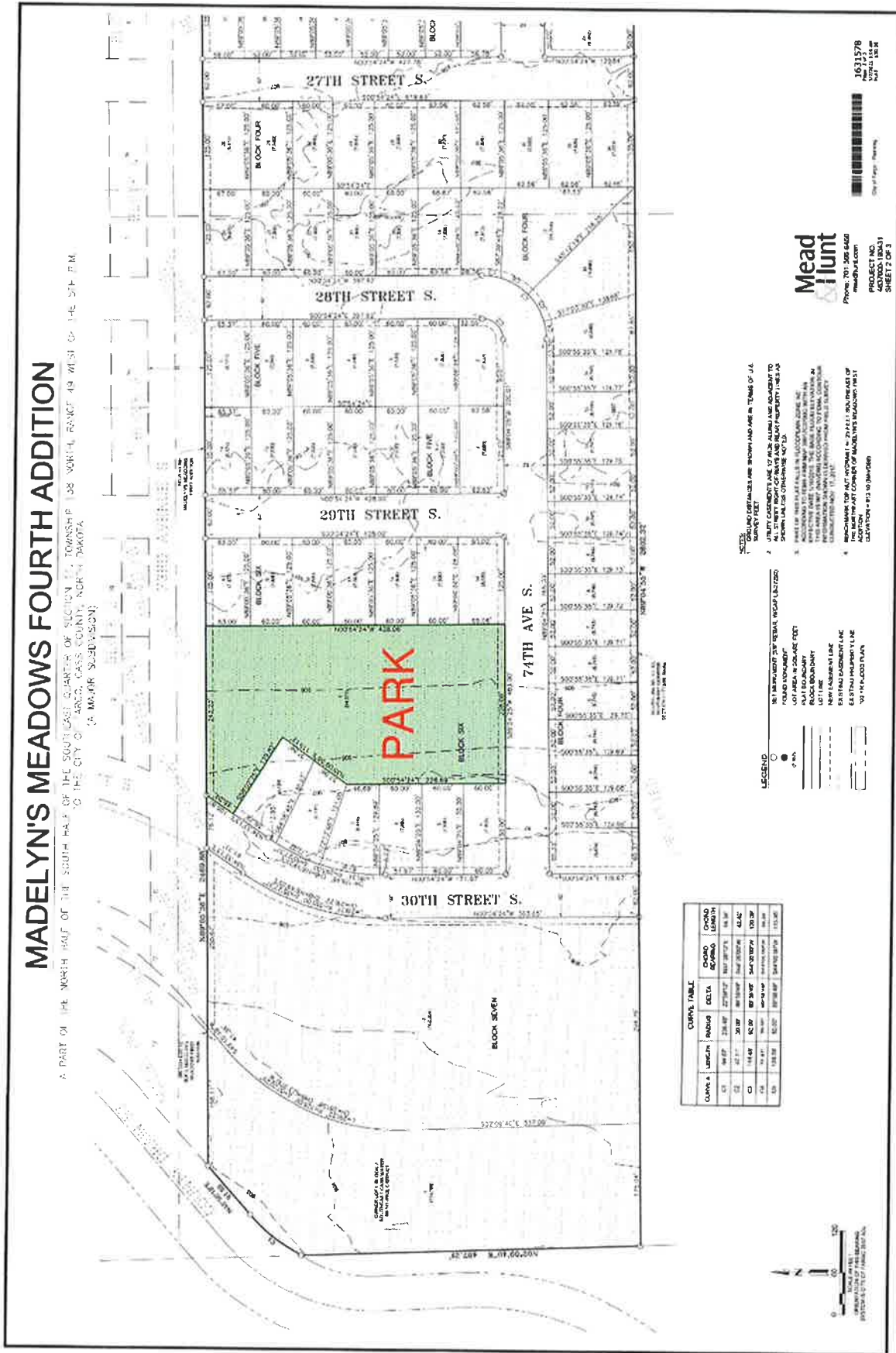
City Auditor: *[Signature]*



**Mead i lunt**  
PROJECT NO: 400000-10001  
SHEET 1 OF 3

# MADELYN'S MEADOWS FOURTH ADDITION

A PART OF THE NORTH HALF OF THE SOUTH HALF OF THE 5000' EAST QUARTER OF SECTION 7, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE 5TH P.M.  
 AND, CASS COUNTY, NORTH DAKOTA  
 (A MEAD SUBDIVISION)



**NOTES:**  
 1. ALL DIMENSIONS ARE SHOWN AND ARE IN TERMS OF FEET.  
 2. UTILITY LOCATIONS ARE TO BE DETERMINED AND ADJUSTED TO ALL UTILITY DEPT. PLANS AND EXISTING UTILITY LINES AS SHOWN AND TO BE SHOWN ON THE SURVEY PLAN.  
 3. MEASUREMENTS FOR ALL DISTANCES ARE TO BE MADE BY THE SURVEYOR.  
 4. THE PART OF THE COMPANY OF MADELYN'S MEADOWS FIRST ADDITION IS 113.10 (NAD83)

**LEGEND:**  
 ○ 30' IMPROVED SIDEWALK (WALKWAY)  
 ○ 6" PA  
 ○ 12" AREA IN CONCRETE  
 ○ PLAT BOUNDARY  
 ○ ROAD BOUNDARY  
 ○ NEW LABORATORY LINE  
 ○ EAST END LABORATORY LINE  
 ○ WEST END LABORATORY LINE  
 ○ 10' WALKWAY

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
1	100.00	100.00	90.00	141.42	S 45.00° E
2	141.42	100.00	135.00	100.00	S 45.00° W
3	100.00	100.00	90.00	141.42	N 45.00° W
4	141.42	100.00	135.00	100.00	N 45.00° E



**Mead & Hunt**  
 PROFESSIONAL SURVEYORS  
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EXHIBIT "A" PAGE 3 OF 3

**MADelyn'S MEADOWS FOURTH ADDITION**

A PART OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 48 WEST OF THE 5TH P.M.  
OF THE CITY OF FARGO, CASSE COUNTY, NORTH DAKOTA



- NOTES:**
1. ALL DIMENSIONS ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
  2. UTILITIES SHOWN ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
  3. ALL STREETS NOT SHOWN ARE TO BE LOCATED AND ADJACENT TO THE PROPERTY LINES AS SHOWN ON THE PREVIOUS PLANS.
  4. ALL STREETS NOT SHOWN ARE TO BE LOCATED AND ADJACENT TO THE PROPERTY LINES AS SHOWN ON THE PREVIOUS PLANS.
  5. ALL STREETS NOT SHOWN ARE TO BE LOCATED AND ADJACENT TO THE PROPERTY LINES AS SHOWN ON THE PREVIOUS PLANS.
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  9. ALL STREETS NOT SHOWN ARE TO BE LOCATED AND ADJACENT TO THE PROPERTY LINES AS SHOWN ON THE PREVIOUS PLANS.
  10. ALL STREETS NOT SHOWN ARE TO BE LOCATED AND ADJACENT TO THE PROPERTY LINES AS SHOWN ON THE PREVIOUS PLANS.

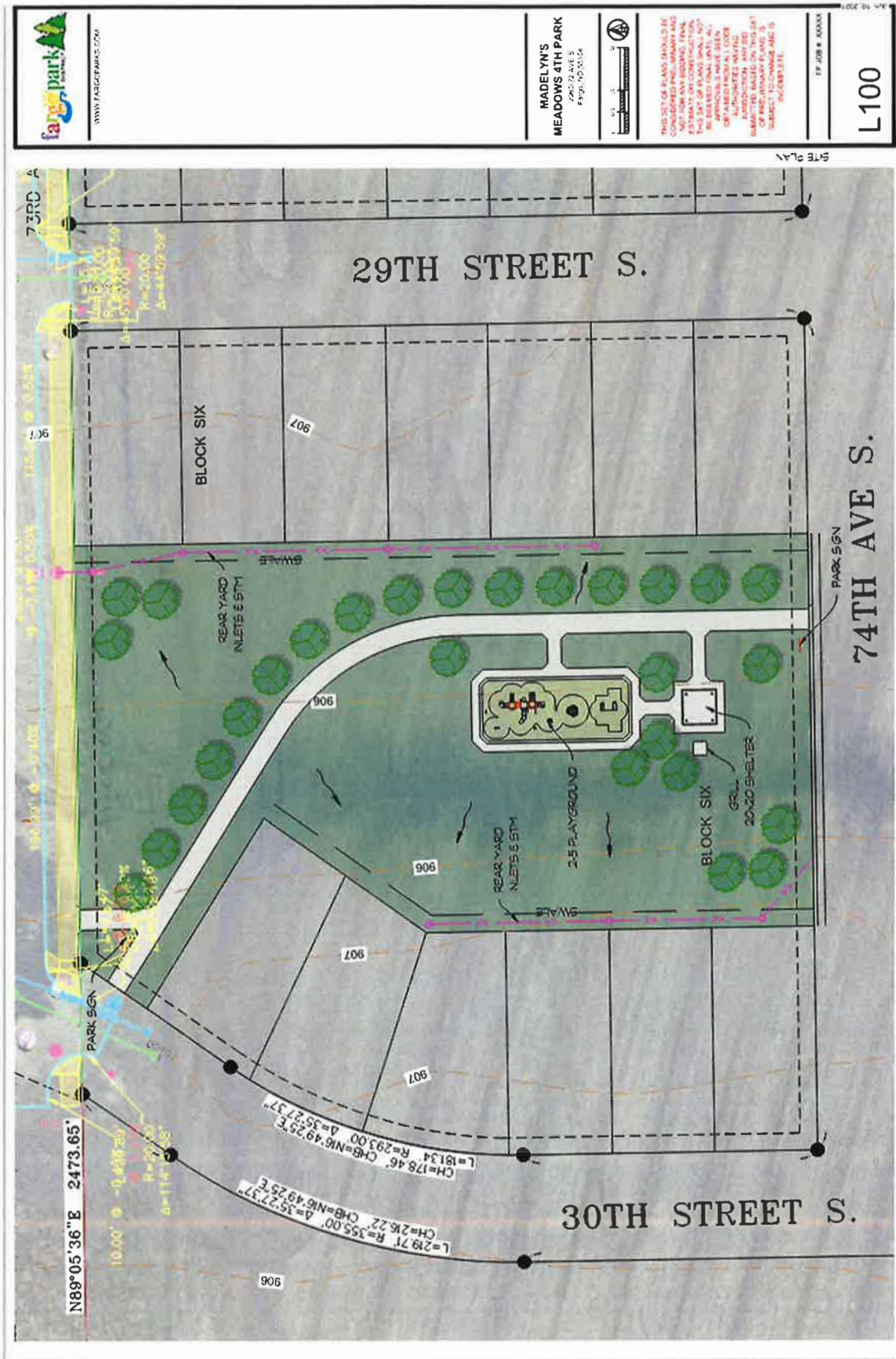
**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	64.07	228.89	27.76°	127.78	84.84°
C2	41.17	139.89	47.03°	80.70	62.02°
C3	141.88	473.08	16.28°	283.20	103.28°
C4	31.87	108.38	34.34°	63.20	108.88°
C5	129.78	432.38	16.28°	254.20	103.28°

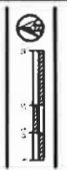


**Mead & Hunt**  
 PROJECT NO. 1631578  
 SHEET NO. 487000-10041  
 SHEET 3 OF 3

EXHIBIT "B" PAGE 1 OF 1



**MADelyn'S  
MEADOWS 4TH PARK**  
29th St. S. E. S.  
FARGO, ND 58104



THIS SITE PLAN SHOULD BE CONSIDERED A PRELIMINARY PLAN. IT IS NOT FOR ANY BIDDING, PERMITS, OR CONSTRUCTION. ANY CHANGES TO THIS PLAN SHALL BE SUBJECT TO CHANGE AND IS NOT TO BE USED FOR CONSTRUCTION. APPROVALS HAVE BEEN OBTAINED FROM THE CITY ENGINEER AND THE CITY PLANNING DEPARTMENT. ANY CHANGES TO THIS PLAN SHALL BE SUBJECT TO CHANGE AND IS NOT TO BE USED FOR CONSTRUCTION.

17 JOB # 00000

L100

EXHIBIT "C" PAGE 1 OF 1  
Assessment Area

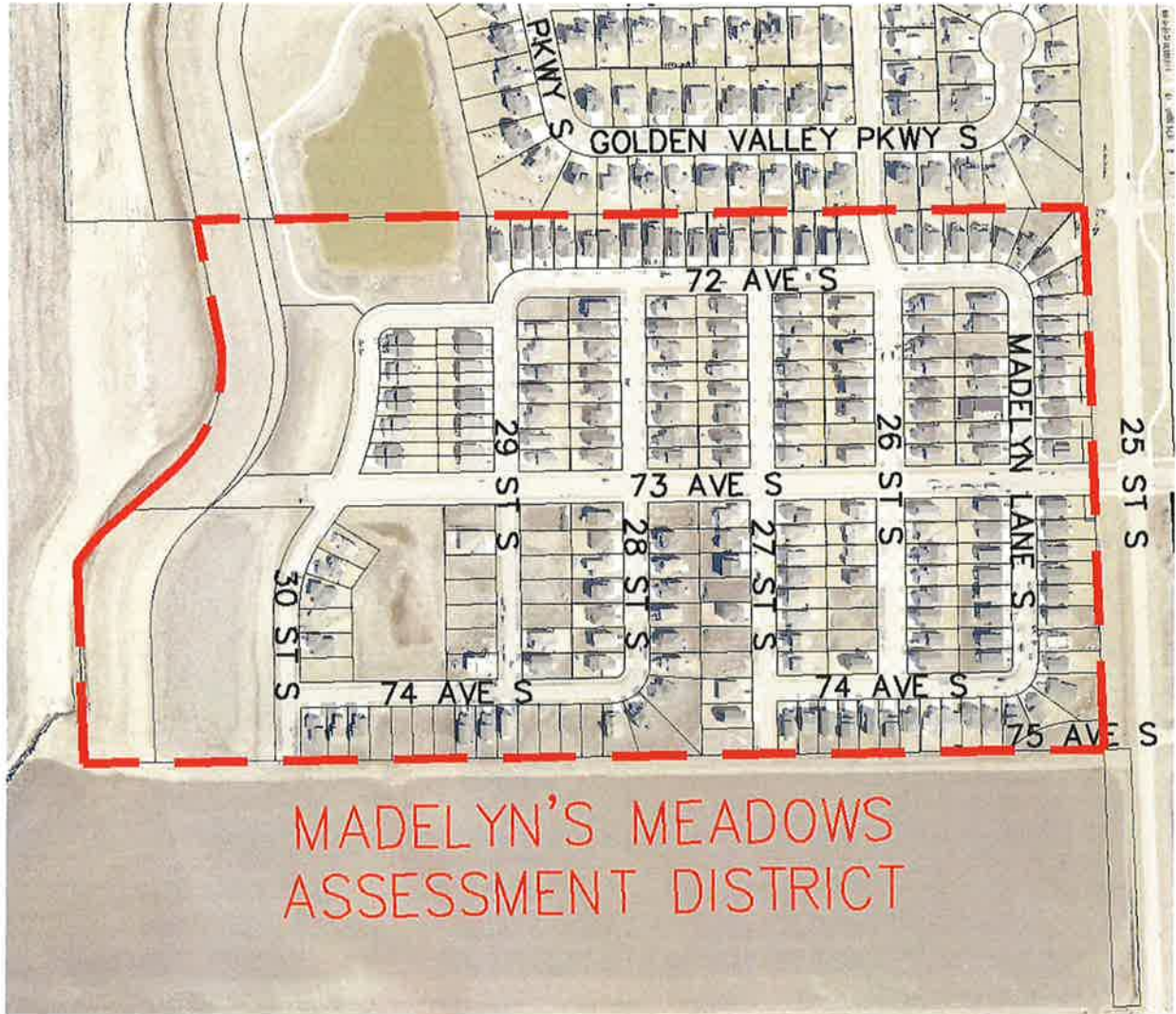




EXHIBIT "D"  
Schedule of Park Amenities

General Park Amenities –paid by Developer or City of Fargo

Streets

Curb and Gutter

Street Sidewalk

Storm Sewer

General Park Amenities – to be paid by special assessment to entire development

Playground system for 2-5 ages

Concrete Playground Border

Concrete Sidewalks

20' x 20' Park Shelter

Grill Pad

Fill for the Park Area

Grading of the Park Area

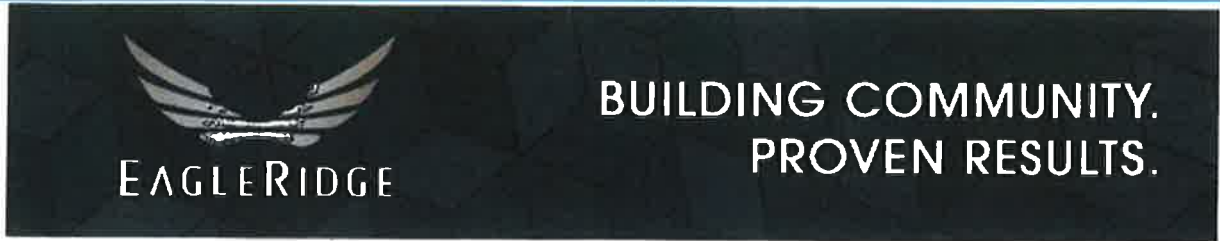
Seeding of the Park Area

Two (2) Park Signs

Trees/Landscaping (in Park Area)



EXHIBIT "F"  
Letter of Support



April 5th, 2024

Fargo Park District  
701 Main Avenue  
Fargo, ND 58102

Dear Park Board:

As the developer of the Madelyn's Meadows neighborhood and current owner of Lot 2 Block 7 Madelyn's Meadows 4th Addition and Lot 1 Block 1 Madelyn's Meadows 3rd Addition in south Fargo, we would like to formally request the park improvements planned for Lot 7 Block 6 Madelyn's Meadows 4th Addition. The proposed park will serve the entire Madelyn's Meadows development; therefore, we request that all of Madelyn's Meadows 1st, 2nd, 3rd, and 4th Additions be included in the proposed special assessment district. Please let me know if you have any questions or if you need any additional information.

Sincerely,



Jonathan Youness  
EagleRidge Development

EagleRidge Development • 3280 Veterans Blvd, Suite 300 • Fargo, ND 58104  
Eagleridgedevelopment.com • 701-540-7159

The Board of Park Commissioners next took under consideration the question of the establishment of a park improvement district for the Park District of the City of Fargo.

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION CREATING PARK IMPROVEMENT DISTRICT NO. 2025-1  
OF THE PARK DISTRICT OF THE CITY OF FARGO, NORTH DAKOTA**

**WHEREAS**, it is deemed necessary to establish a park improvement district within the said Park District of the City of Fargo;

**NOW THEREFORE**, be it resolved as follows:

That there is hereby created Park Improvement District No. 2025-1 of the Park District of the City of Fargo, North Dakota, the boundaries of which shall be as follows:

**SEE ATTACHED.**

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President of the Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote the following commissioners voted aye: \_\_\_\_\_. The following commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.



## MEMORANDUM

DATE: March 11, 2025

TO: Fargo Park Board Commissioners

FROM: Broc Lietz, Finance Director

RE: Consent Agenda Item No. 5 – Consideration of Resolution Creating Park Improvement District No. 2025-1 for Madelyn's Meadows

---

Previously the board entered into an agreement for the development of a park in the Madelyn's Meadows Addition located in South Fargo.

It is our intention to move forward with the park next spring/summer.

Attached are the following resolutions to create the district and resolutions approving the engineer's report and requesting advertising for bids.

### Resolutions for Assessment District

- Resolution Creating Park Improvement District No. 2025-1 of the Park District of the City of Fargo
- Declaration of Official Intent
- Resolution Directing Engineer to Prepare Report
- Resolution Approving Engineer's Report
- Resolution Directing Engineer to Prepare Plans and Specifications
- Resolution Approving Plans and Specifications for Improvements in Park Improvement District No. 2025-1 of the Park District of the City of Fargo
- Resolution Directing Park District Clerk to Advertisement for Bids

The resolutions provide for Madelyn's Meadows Park.

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

Thank you.

### SAMPLE MOTION:

I approve the adoption of the Resolution Creating Park Improvement District No. 2025-1 of the Park District of the City of Fargo.

I approve the Declaration of Official Intent.

I approve the adoption of the Resolution Directing Engineer to Prepare Report.

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

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



I approve the adoption of the Resolution Approving Engineer's Report.

I approve the adoption of the Resolution Directing Engineer to Prepare Plans and Specifications.

I approve the adoption of the Resolution Approving Plans and Specifications for Improvements in Park Improvement District No. 2025-1 of the Park District of the City of Fargo.

I approve the adoption of the Resolution Directing Park District Clerk to Advertise for Bids. All items as presented.



# MADelyn'S MEADOWS FOURTH ADDITION

A PART OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 108 NORTH, RANGE 49 WEST OF THE 5TH P.M.  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MAJOR SUBDIVISION)



CURVE A	LENG. IN	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	84.67	238.49	22°38'12"	S81°38'07"W	84.36
C2	22.17	30.88	88°58'48"	S88°28'28"W	43.42
C3	144.48	62.00	89°38'48"	S46°28'28"W	170.39
C4	79.47	99.99	40°18'48"	S84°28'28"W	99.38
C5	138.58	62.00	89°38'48"	S46°28'28"W	155.80

- LEGEND**
- SET BACKWARD 25' REAR NEAP L&S/250'
  - FOUND ESTABLISHMENT
  - LOT AREA IN SQUARE FEET
  - ▭ PLAT BOUNDARY
  - ▬ BLOCK BOUNDARY
  - ▬ LOT LINE
  - - - - - REAR ENCASMENT LINE
  - ▬ EXISTING GASMENT LINE
  - ▬ EXISTING UTILITY LINE
  - ▬ 10' IN FLOOD PLAIN

- NOTES**
1. BOUNDARY DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
  2. UTILITY CASMENTS ARE 12" ALUMINUM AND ADJACENT TO ALL STREET FRONT OF LOTS AND REAR PROPERTY LINES AS SHOWN ON THE COMPASS MAPS.
  3. SHALL BE FREE AT ALL TIMES IN FLOODPLAIN ZONE AND ACCORDING TO FEMA APPROVED MAPS. COORDINATING WITH AN EFFECTIVE DATE 1/1/2012. THE BASE FLOOD ELEVATION IN THIS AREA IS 1167.00 FEET ACCORDING TO FEMA. CONTACT FARGO CITY ENGINEER FOR MORE INFORMATION. SHOWN IN RED ON THE COMPASS MAPS. CONDUCTED NOV. 15, 2011.
  4. DIMENSIONS FOR LOT 104 ARE 1 = 21.1211 METERS AS OF THE NORTH EAST CORNER OF MADelyn'S MEADOWS FIRST ADDITION. ELEVATION = 112.10 NAVD83.

**Mead Hunt**  
 Phone: 701.565.6450  
 PROJECT NO. 160331-180431  
 SHEET 2 OF 3

1631578  
 1/1/2012  
 11:58 AM  
 1631578

EXHIBIT "A" PAGE 3 OF 3

**MADelyn'S MEADOWS FOURTH ADDITION**

A PART OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH-EAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE 5TH P.M.  
 OF THE CITY OF FARGO, BASS COUNTY, NORTH DAKOTA  
 OF MAJOR SECTIONS



- NOTES:**
1. DIMENSIONS ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
  2. UTILITIES SHOWN ARE 30" DEEP AND ADJACENT TO ALL STREETS EXCEPT AS NOTED AND NEAR PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT EXCEPT AS NOTED.
  4. THE NATURAL CORNER OF THE SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE 5TH P.M. OF THE CITY OF FARGO, BASS COUNTY, NORTH DAKOTA IS LOCATED AT THE INTERSECTION OF MADelyn'S MEADOWS FOURTH ADDITION SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE 5TH P.M.

**Mead & Hunt**  
 PROJECT NO. 487000-100431  
 SHEET 3 OF 3

**CURVE TABLE**

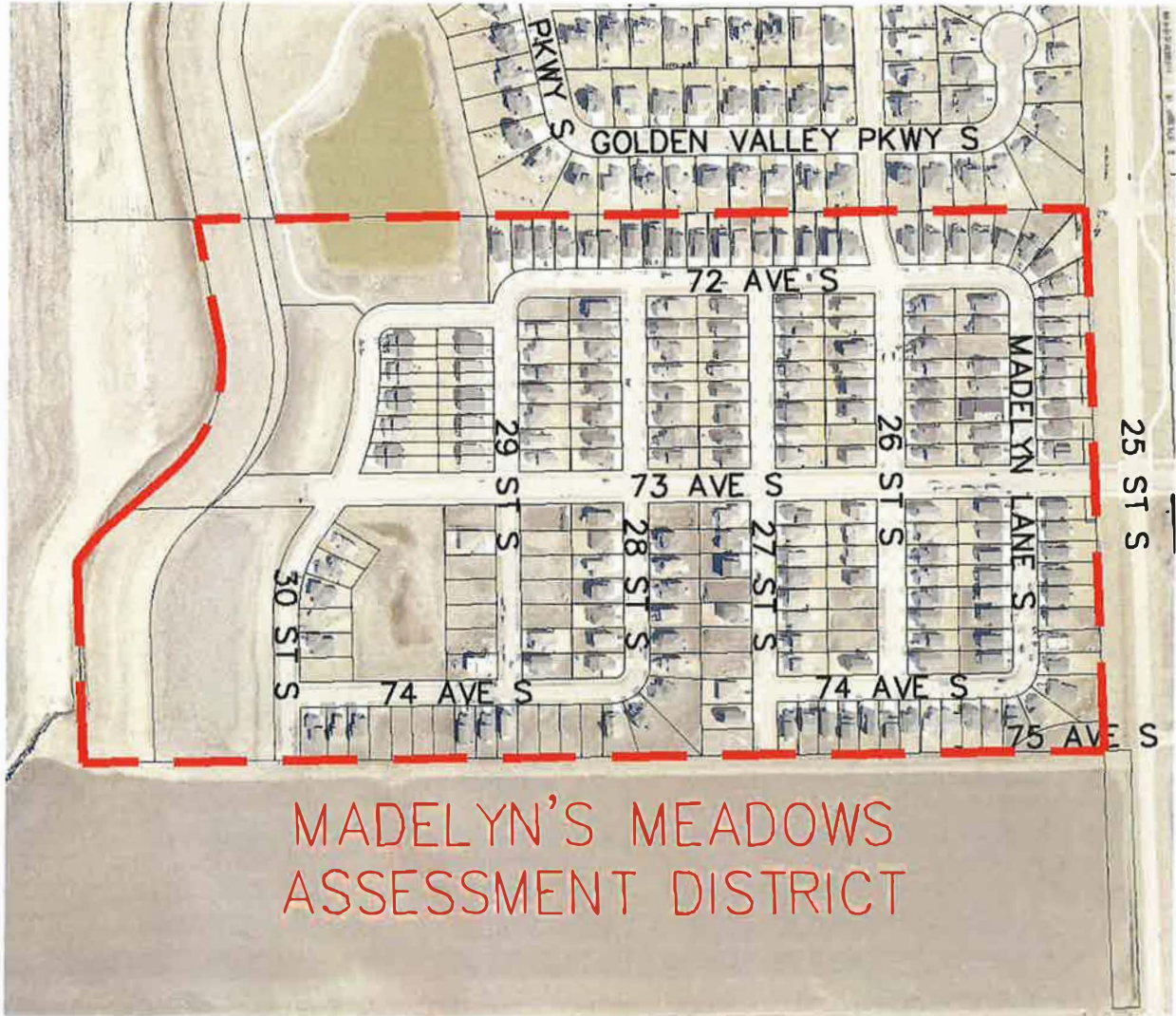
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	64.07'	228.89'	27°06'30"	58.54'	34°54'00"
C2	41.17'	139.89'	40°06'30"	34.00'	45°00'00"
C3	144.88'	473.00'	10°06'30"	138.20'	10°00'00"
C4	31.47'	105.00'	16°06'30"	28.20'	16°00'00"
C5	120.37'	400.00'	16°06'30"	116.30'	16°00'00"







EXHIBIT "C" PAGE 1 OF 1  
Assessment Area



**DECLARATION OF OFFICIAL INTENT**

The undersigned, being the duly appointed and acting Clerk of the Park District of the City of Fargo, North Dakota (the "District"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the governing body of the District to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the governing body.
2. The District is undertaking a project described as follows: PARK IMPROVEMENT DISTRICT NO. 2025-1
3. The District intends, and reasonably expects, to reimburse itself for the payment of the cost of the project out of the proceeds of a tax-exempt bond issue, debt, or similar borrowing (the "Bonds") to be issued at a later date. Such reimbursement will be made no later than eighteen (18) months after the latter of (a) the date of the expenditure, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date of expenditure. In the meantime, the District reasonably expects to pay and temporarily finance the costs from the following source or sources of funds: Pooled Funds of the District.
4. The maximum principal amount of Bonds expected to be issued for the payment of the costs of the project is: \$743,204.55
5. No costs of the project have heretofore been paid by the District, except for preliminary or start-up expenditures permitted under Section 1-150-2(f)(2) or an expenditure which occurred within sixty (60) days of the date of this Declaration. The District will only reimburse itself for capital expenditures and costs of issuance of the Bonds. In addition, the reimbursement allocation will be evidenced by a proper entry on the District's books and records.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the \_\_\_\_ day of \_\_\_\_\_, 2025.

PARK DISTRICT OF THE CITY OF FARGO

BY: \_\_\_\_\_  
Clerk

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT**

BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Fargo, deeming it necessary to make certain improvements consisting of a 2.17 acre park, including site drainage, 2-5 playgrounds, concrete playground border, concrete sidewalks, 20' x 20' Park Shelter, grill pad, two (2) park signs,, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, be constructed and made in Park Improvement District No. 2025-1 of the Park District of the City of Fargo, the District hereby directs MBN Engineering as engineer for the project, to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the work.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President of the Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote the following commissioners voted aye:

\_\_\_\_\_. The following commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.



Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING ENGINEER'S REPORT**

BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Fargo, North Dakota, that the report of the Engineer for the project as to the general nature, purpose and feasibility of the proposed improvement in Park Improvement District No. 2025-1 and an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President of the Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote the following commissioners voted aye: \_\_\_\_\_. The following commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.

**Fargo Park District  
MADELYN'S MEADOWS - Opinion of Cost  
Assessment District 2025-1**

**Engineer: MBN Engineering**

<b>Construction</b>	<b>\$</b>	<b>\$626,299.69</b>
<b>Engineering</b>	<b>\$</b>	<b>\$54,857.50</b>
<b>Other</b>	<b>\$</b>	<b>\$62,057.36</b>
<hr/>		
<b>Total</b>	<b>\$</b>	<b>\$743,204.55</b>

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION DIRECTING ENGINEER TO PREPARE PLANS AND SPECIFICATIONS**

BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Fargo, deeming it necessary to make certain improvements consisting of a 2.17 acre park, including site drainage, 2-5 playgrounds, concrete playground border, concrete sidewalks, 20' x 20' Park Shelter, grill pad, two (2) park signs,, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, be constructed and made in Park Improvement District No. 2025-1 of the Park District of the City of Fargo, the District hereby directs the Engineer for the project to prepare plans and specifications for such work.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President of the Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote the following commissioners voted aye: \_\_\_\_\_ . The following commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.

The Clerk presented to the Board of Park Commissioners the plans and specifications and estimates of cost for improvements in Park Improvement District No. 2025-1 of the Park District of the City of Fargo, North Dakota, as prepared by MBN Engineering the engineer for the project. Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR  
IMPROVEMENTS IN PARK IMPROVEMENT DISTRICT NO. 2025-1  
OF THE PARK DISTRICT OF THE CITY OF FARGO**

BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Park Improvement District No. 2025-1 of the Park District of the City of Fargo heretofore prepared by the Engineer for the project, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the Clerk shall file the same in his office open to public inspection.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President of the Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote the following commissioners voted aye: \_\_\_\_\_. The following commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION DIRECTING PARK DISTRICT CLERK TO ADVERTISE FOR BIDS**

WHEREAS, this Board has heretofore created Park Improvement District No. 2025-1 of the Park District of the City of Fargo; and

WHEREAS, plans and specifications and estimates of costs for said park improvement district have heretofore been directed to be prepared by the Engineer for the project; and

WHEREAS, said plans, specifications and estimates of cost have been prepared and have been approved by the Board of Park Commissioners of the Park District of the City of Fargo; and

WHEREAS, it is necessary to advertise for bids for the work in said district.

NOW THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Fargo, Cass County, North Dakota, that the Park District Clerk be, and he is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Park Improvement District No. 2025-1 to be published once each week for three consecutive weeks in The Forum, and that the Park District Staff and Engineer will meet at the office of the Park District at 6100 38<sup>th</sup> Street S, Fargo, North Dakota, 58104, at a time and date to be determined by the Fargo Park District Staff, for the purpose of opening sealed bids received prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. Such advertisements shall be published in the form as provided in Section 48-01.2-05 of the North Dakota Century Code as amended.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
President of the Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote the following commissioners voted aye: \_\_\_\_\_.

The following commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.



## MEMORANDUM

DATE: March 11, 2025  
TO: Fargo Park Board Commissioners  
FROM: Dave Bietz, Deputy Director of Operations  
RE: Agenda Item #6 – Permission to Bid Madelyn’s Meadows Park

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Contingent upon creation of the special assessment district and in alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid Madelyn’s Meadows Park which will be split into two projects. Project will be Madelyn’s Meadows Park Improvement Project and Madelyn’s Meadow’s Playground Project.

Funds for the project will be taken from the special assessment district.

This was reviewed at the Planning Committee Meeting on February 19th, 2025, and the Committee recommended bringing it to the full board for consideration of approval.

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

Thank you,

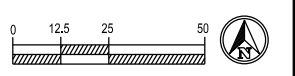
SAMPLE MOTION: I make a motion to approve to publicly bid the Madelyn’s Meadows Park Improvement Project and Madelyn’s Meadow’s Playground Project, as presented.

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

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



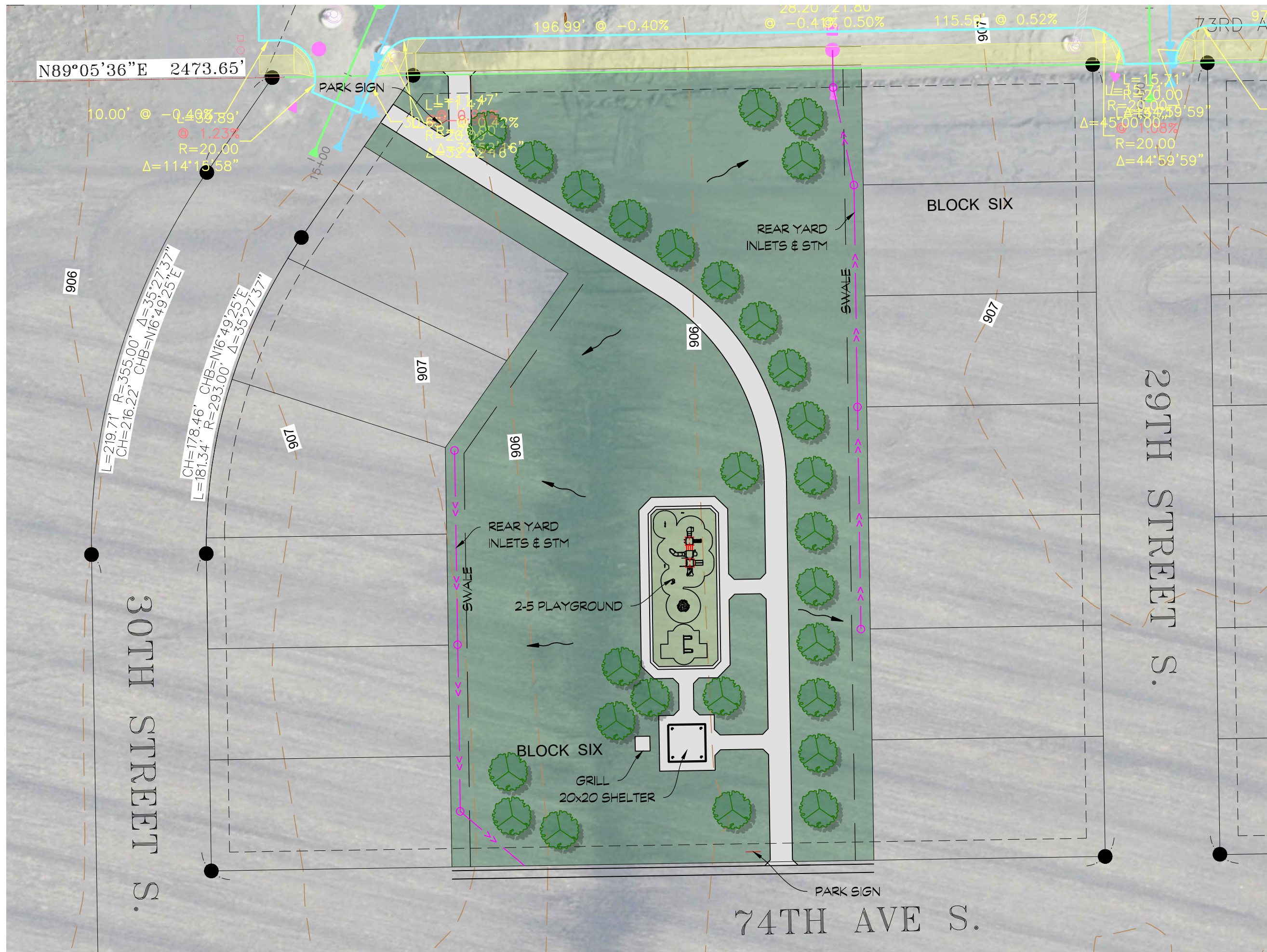
**MADelyn'S MEADOWS 4TH PARK**  
 2960 72 AVE S  
 Fargo, ND 58104



THIS SET OF PLANS SHOULD BE CONSIDERED PRELIMINARY AND NOT FOR ANY BIDDING, FINAL ESTIMATE OR CONSTRUCTION. THIS SET OF PLANS SHALL NOT BE DEEMED FINAL UNTIL ALL APPROVALS HAVE BEEN OBTAINED FROM ALL CODE AUTHORITIES HAVING JURISDICTION. ANY BID SUBMITTED, BASED ON THIS SET OF PRELIMINARY PLANS, IS SUBJECT TO CHANGE AND IS INCOMPLETE.

FP JOB #: XXXXX

**L100**



SITE PLAN





## MEMORANDUM

DATE: March 11, 2025  
TO: Fargo Park Board Commissioners  
FROM: Tony Schmitt, Park Director  
RE: Agenda Item #7- Consideration 2025 Playground Replacement Project Bids

Request for Proposals for the 2025 Playground Replacement Projects were received and opened February 6, 2024, at 2:00 P.M., at the Park District Office. The Fargo Park District received (7) and publicly opened four (4) bids. Attached to this memo is the bid tab, scoring rubric summary, and letter of recommendation from MBN Engineering, as well as design proposals received.

The review committee consisted of: Chris Johnson, MBN Engineering, Inc.; Tyler Kirchner and Tony Schmitt of the Fargo Park District.

Upon review and scoring of the proposals, staff recommends awarding the contract to My Turn Playsystems for Bid Schedule No. 1 Fox Run Park – \$200,000, Bid Schedule No. 2a Rheault Farm w/ Turf - \$300,000, Bid Schedule No. 3 Tharaldson Little League Complex - \$200,000. Our budget is \$700,000.00.

This was reviewed at the Planning Committee Meeting on February 19th, 2025, and the Committee recommended bringing it to the full board for consideration of approval.

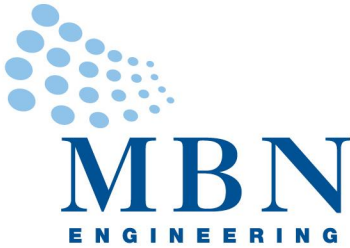
If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

**SAMPLE MOTION:** I make a motion to accept the 2025 Playground Replacement Project Bids, as presented.

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

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



February 12, 2025

Tyler Kirchner  
Project Manager  
Fargo Park District  
6100 38<sup>th</sup> Street South  
Fargo, ND 58104

Subject: Fargo Park District  
2025 Playground Improvements  
Fargo, North Dakota  
MBN Project No. 24-245

On February 6, 2025, the Fargo Park District received (7) and publicly opened four (4) bids for the 2025 Playground Improvements. It is our recommendation that the Fargo Park District award the contract to My Turn Playsystems for Bid Schedule No. 1 Fox Run Park – \$200,000, Bid Schedule No. 2a Rheault Farm w/ Turf - \$300,000, Bid Schedule No. 3 Tharaldson Little League Complex - \$200,000.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Eukel".

Tony Eukel, P.E.  
Civil Engineer

enclosure





Fargo Park District 2025 Playground Improvements

MBN Project # 24-245

Scoring Summary: Fox Run Park

Contractor	American Playground						Dakota Playground						My Turn Playsystems						WRD Dakota					
REVEIWER (1-3)	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B
<b>QUALIFICATIONS (25 points)</b>																								
Experience with comparable projects (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	4	4	4	4	3	3	5	5	5	5	5	5
Capacity to meet the time and budget (5 pts)	2	2	2	2	1	1	4	4	5	5	4	4	4	4	4	4	4	4	3	3	3	3	1	1
Past experience with Owner (5 pts)	0	0	0	0	0	0	4	4	3	3	3	3	5	5	5	5	3	3	0	0	0	0	0	0
Support Services (availability, responsiveness) (10 pts)	5	5	5	5	7	7	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Total	10	10	10	10	11	11	23	23	23	23	22	22	23	23	23	23	20	20	18	18	18	18	16	16
<b>Design (50 points)</b>																								
Creativity and use of unique play elements (10 pts)	10	7	8	7	7	6	9	9	9	10	7	8	10	8	8	7	10	9	7	10	7	6	7	6
Perceived play value (5 pts)	3	3	4	4	5	4	4	4	5	5	5	5	5	7	5	4	5	5	3	3	4	3	5	4
Visual Appeal (10 pts)	6	6	8	7	8	7	8	9	9	10	7	8	10	9	8	7	10	9	5	5	7	6	8	7
Number and vairety of play elements (10 pts)	10	7	10	0	10	0	0	10	0	9	0	10	10	7	10	8	10	9	10	10	9	10	9	10
Incorporation of Inclusive play elements (5 pts)	3	3	5	0	5	0	0	4	0	4	0	5	5	5	5	4	5	4	4	4	5	5	4	5
Compatibility with overal park (10 pts)	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Total	42	36	45	28	45	27	31	46	33	48	29	46	50	46	46	40	50	46	39	42	42	40	43	42
<b>Technical (25 points)</b>																								
Compliance w/ requirements of the RFP (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	5	5	5	5	5	5	4	4	4	4	3	3
Understanding site conditions and compatibility (5 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Compliance with Budget (5 pts)	2	2	2	2	4	4	5	5	5	5	5	5	5	5	5	5	5	5	2	2	4	4	2	3
Project Schedule (5 pts)	0	0	0	0	0	0	4	4	2	2	2	2	4	4	2	2	2	2	0	0	0	0	0	0
Compatibility with overal park (10 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total	15	15	15	15	17	17	24	24	22	22	22	22	24	24	22	22	22	22	16	16	18	18	15	16
Final Score	67	61	70	53	73	55	78	93	78	93	73	90	97	93	91	85	92	88	73	76	78	76	74	74
Average Score / Contractor	63.17						84.17						91.00						75.17					



Fargo Park District 2025 Playground Improvements

MBN Project # 24-245

Scoring Summary: Rheault Farm Base Bid

Contractor	American Playground						Dakota Playground						My Turn Playsystems						WRD Dakota					
REVEIWER (1-3)	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B
<b>QUALIFICATIONS (25 points)</b>																								
Experience with comparable projects (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	4	4	4	4	3	3	5	5	5	5	5	5
Capacity to meet the time and budget (5 pts)	2	2	2	2	1	1	4	4	5	5	4	4	4	4	4	4	4	4	3	3	3	3	1	1
Past experience with Owner (5 pts)	0	0	0	0	0	0	4	4	3	3	3	3	5	5	5	5	3	3	0	0	0	0	0	0
Support Services (availability, responsiveness) (10 pts)	5	5	5	5	7	7	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Total	10	10	10	10	11	11	23	23	23	23	22	22	23	23	23	23	20	20	18	18	18	18	16	16
<b>Design (50 points)</b>																								
Creativity and use of unique play elements (10 pts)	3	4	4	5	6	7	8	10	7	8	7	8	10	9	9	8	9	8	4	5	6	5	6	7
Perceived play value (5 pts)	3	4	2	3	1	1	4	5	5	5	5	5	4	4	5	5	5	5	2	3	3	4	3	4
Visual Appeal (10 pts)	3	3	4	5	5	6	4	4	8	9	9	10	10	7	9	9	9	9	5	5	6	5	5	6
Number and vairyety of play elements (10 pts)	3	4	4	5	7	7	9	9	8	8	9	9	9	8	9	9	9	9	5	5	6	6	7	7
Incorporation of Inclusive play elements (5 pts)	5	5	5	5	5	5	4	5	5	5	5	4	5	5	5	5	5	5	2	2	3	3	3	3
Compatibility with overal park (10 pts)	5	5	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	5	5	6	6	4	4
Total	22	25	29	33	34	36	39	43	43	45	45	46	48	43	47	46	47	46	23	25	30	29	28	31
<b>Technical (25 points)</b>																								
Compliance w/ requirements of the RFP (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	5	5	5	5	5	5	4	4	4	4	3	3
Understanding site conditions and compatibility (5 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	3	3	3	3	2	2
Compliance with Budget (5 pts)	2	2	2	2	3	3	5	5	5	5	5	5	5	5	5	5	5	5	2	2	4	4	3	3
Project Schedule (5 pts)	0	0	0	0	0	0	4	4	2	2	2	2	4	4	2	2	2	2	0	0	0	0	0	0
Compatibility with overal park (10 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total	15	15	15	15	16	16	24	24	22	22	22	22	24	24	22	22	22	22	14	14	16	16	13	13
Final Score	47	50	54	58	61	63	86	90	88	90	89	90	95	90	92	91	89	88	55	57	64	63	57	60
Average Score / Contractor	55.50						88.83						90.83						59.33					

Owner Accepting Alternate Bid. Base Bid Rejected.



Fargo Park District 2025 Playground Improvements

MBN Project # 24-245

Scoring Summary: Rheault Farm Alternate Bid

Contractor	American Playground						Dakota Playground						My Turn Playsystems						WRD Dakota					
REVEIWER (1-3)	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B
<b>QUALIFICATIONS (25 points)</b>																								
Experience with comparable projects (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	4	4	4	4	3	3	5	5	5	5	5	5
Capacity to meet the time and budget (5 pts)	2	2	2	2	1	1	4	4	5	5	4	4	4	4	4	4	4	4	3	3	3	3	1	1
Past experience with Owner (5 pts)	0	0	0	0	0	0	4	4	3	3	3	3	5	5	5	5	3	3	0	0	0	0	0	0
Support Services (availability, responsiveness) (10 pts)	5	5	5	5	7	7	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Total	10	10	10	10	11	11	23	23	23	23	22	22	23	23	23	23	20	20	18	18	18	18	16	16
<b>Design (50 points)</b>																								
Creativity and use of unique play elements (10 pts)	3	4	4	5	6	7	9	8	9	8	8	7	10	10	9	10	9	10	4	5	6	5	6	7
Perceived play value (5 pts)	3	4	2	3	4	4	4	4	5	5	5	5	4	4	5	5	5	5	2	3	3	4	4	4
Visual Appeal (10 pts)	3	3	4	5	5	6	8	7	9	8	8	7	9	10	10	10	9	10	5	5	6	5	5	6
Number and vairyety of play elements (10 pts)	3	4	4	5	7	7	9	9	10	10	10	9	8	9	9	9	8	9	5	5	6	6	7	7
Incorporation of Inclusive play elements (5 pts)	5	5	5	5	5	5	4	4	5	5	5	5	5	5	5	5	5	5	2	2	3	3	3	3
Compatibility with overal park (10 pts)	5	5	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	5	5	4	6	4	4
Total	22	25	29	33	37	39	44	42	48	46	46	43	46	48	48	49	46	49	23	25	28	29	29	31
<b>Technical (25 points)</b>																								
Compliance w/ requirements of the RFP (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	5	5	5	5	5	5	4	4	4	4	3	3
Understanding site conditions and compatibility (5 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	3	3	3	3	2	2
Compliance with Budget (5 pts)	2	2	2	2	3	3	5	5	5	5	5	5	5	5	5	5	5	5	2	2	4	4	4	4
Project Schedule (5 pts)	0	0	0	0	0	0	4	4	2	2	2	2	4	4	2	2	2	2	0	0	0	0	0	0
Compatibility with overal park (10 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total	15	15	15	15	16	16	24	24	22	22	22	22	24	24	22	22	22	22	14	14	16	16	14	14
Final Score	47	50	54	58	64	66	91	89	93	91	90	87	93	95	93	94	88	91	55	57	62	63	59	61
<b>Average Score / Contractor</b>	56.50						90.17						92.33						59.50					



Fargo Park District 2025 Playground Improvements

MBN Project # 24-245

Scoring Summary: Tharaldson Little League Complex

Contractor	American Playground						Dakota Playground						My Turn Playsystems						WRD Dakota					
REVEIWER (1-3)	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B	R1A	R1B	R2A	R2B	R3A	R3B
<b>QUALIFICATIONS (25 points)</b>																								
Experience with comparable projects (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	4	4	4	4	3	3	5	5	5	5	5	5
Capacity to meet the time and budget (5 pts)	2	2	5	5	1	1	4	4	5	5	4	4	4	4	4	4	4	4	3	3	3	3	1	1
Past experience with Owner (5 pts)	0	0	0	0	0	0	4	4	3	3	3	3	5	5	5	5	3	3	0	0	0	0	0	0
Support Services (availability, responsiveness) (10 pts)	5	5	5	5	7	7	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Total	10	10	13	13	11	11	23	23	23	23	22	22	23	23	23	23	20	20	18	18	18	18	16	16
<b>Design (50 points)</b>																								
Creativity and use of unique play elements (10 pts)	6	7	6	7	6	7	10	8	9	6	8	7	10	8	8	7	10	8	8	7	6	5	7	6
Perceived play value (5 pts)	4	4	4	4	5	5	5	4	4	5	5	4	5	4	5	5	5	5	4	4	3	3	4	3
Visual Appeal (10 pts)	6	6	6	7	5	6	10	10	10	6	7	7	10	10	9	9	10	8	5	5	6	6	6	5
Number and vairyety of play elements (10 pts)	10	10	9	9	8	8	9	8	9	8	10	9	10	8	10	8	9	8	10	10	9	9	10	8
Incorporation of Inclusive play elements (5 pts)	5	5	4	4	3	3	4	4	4	4	5	4	5	4	5	5	4	3	5	5	4	4	5	4
Compatibility with overal park (10 pts)	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Total	41	42	39	41	37	39	48	44	46	39	45	41	50	44	47	44	48	42	42	41	38	37	42	36
<b>Technical (25 points)</b>																								
Compliance w/ requirements of the RFP (5 pts)	3	3	3	3	3	3	5	5	5	5	5	5	5	5	5	5	5	5	4	4	4	4	3	3
Understanding site conditions and compatibility (5 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Compliance with Budget (5 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	3	3	4	4	3	4
Project Schedule (5 pts)	0	0	0	0	0	0	4	4	2	2	2	2	4	4	2	2	2	2	0	0	0	0	0	0
Compatibility with overal park (10 pts)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Total	18	18	18	18	18	18	24	24	22	22	22	22	24	24	22	22	22	22	17	17	18	18	16	17
Final Score	69	70	70	72	66	68	95	91	91	84	89	85	97	91	92	89	90	84	77	76	74	73	74	69
<b>Average Score / Contractor</b>	69.17						89.17						90.50						73.83					



COLOR KEY

- SILVER
- LIME
- PURPLE
- GRAY/BLACK











**COLOR KEY**

- RED
- WHITE
- GRANITE
- B RED/WHITE
- B GRAY/BLACK













COLOR KEY	
●	NAVY
●	LIME
●	GRANITE
●	BLUE
Ⓟ	BLUE/WHITE





**Review the new Board Member Orientation Process:**

Commissioner Hill discussed the new process for new board member orientation. There will be pre-election preparations, day of election and then the Friday of the election week a full day of training. This time will be going over the different departments in the organization, the Governance overview, tour. The goal would be to have that completed before their first board meeting.

Susan suggested that we put together a PowerPoint presentation talking responsibilities, departments, directors, org chart.

Commissioner Dawson mentioned to discuss the benefits the commissioners get, to review that with the new members. Also, regarding when to have the judge present, will there be a special board meeting to swear in the new members or part of a regular board meeting.

Commissioner Hill suggested to possibly have the meetings with the new members pre-scheduled.

Commissioner Hill asked to review and provide the suggestions in writing, and we can revise.

**Review and discuss Fargo Park Board Gold Card:**

The team started reviewing a new name for the Gold Card, discussion on Gold Card Benefit instead of privilege. Commissioner Dawson said she had talked with prior park board members and how do they use the gold card. She said the vast majority use it in a limited amount.

Commissioner Dawson talked with 2 of the 3 past clerks. Golf seems to be the most popular item that is being used but only a few times a year and most weren't taking guests. Some were using Courts Plus, but when getting to be a senior, Silver Sneakers, Medicare pays for it.

Commissioner Dawson said swimming pools came up, but none really used the pools, maybe taken grandkids once or twice.

There was discussion on clarification regarding guests, kids etc. What do we want to happen in the future? Having a membership at Courts Plus is not a revenue loss. There will be more discussion on this. There needs to be more definite clarification on past board members and guests.

Susan said she like the idea of annually reviewing this process, good opportunity to find out how board members are using the benefits. Commissioner Hill suggested to put this into our Governance model in the OE section.

**Review and discuss the Governance Policy (GP)- 8-Commissioners addressing board member violations:**

Commissioners and staff reviewed GP-8. Will review yearly.

**Review and discuss Operational Expectation Emergency Succession (OE)-1**

Commissioners and staff reviewed OE-1. Susan stated she meets weekly with Dave and Jayne and at that time that is when she updates them regarding communication she has had with the Commissioners. Will review yearly.

**Review and discuss Operational Expectation Asset Protection (OE)-5**

Commissioners and staff reviewed OE-5. There was discussion that we are working on this policy. Susan said we can do an update and state then it will be completed. This will be brought back in April meeting. Will review yearly.

Dave stated that these go to the consent agenda unless there is discussion. If any of the policies needed further discussion, they would go to the board meeting for discussion. If it is compliant in the Governance meeting, and everyone agrees, it goes to the board meeting to still be voted on but could be placed on the consent agenda.

**NDRPA Legislative Update:**

Broc reviewed and discussed the legislative updates. He provided a handout for reference.

Meeting adjourned at 9:27 am.

Minutes submitted by Carmen Johnson, Executive Assistant

**Consideration to adjust 2025 Aquatic Fees:**

Kevin Boe, Dave Klundt, Isabelle Sinkler presenters. Susan discussed at the June board meeting, staff presented the proposed 2025 aquatic fees and at the August board meeting the commissioners approved the hours and the fees. Kevin stated that in response to the community feedback, staff reexamined pricing for the 2025 season passes at Island Park, all-inclusive five-pool pass and a newly proposed four-for-one pass. The new four-for-one would grant access to all pools except Island Park. These adjustments will require a budget modification, reducing revenues by \$57,610.

Dave discussed that the biggest change last year was going to be basing the fee structure on amenities. The cost was a bit more at Island Park because there would be more staff needed and more maintenance-it was different than in the past.

Commissioner Dawson reviewed the timeline for this and asked if this is where we should have been to begin with or are we concerned about more loss and how did you decide the fees? Kevin stated they ran several different models and fee structures on how to find out how it would impact the overall budget. Susan also stated that listening to the community and providing more options for families and the community.

There was discussion on lap swimmers and hours. Isabelle stated that they are looking into having just a lap swimmer fee, it will be during Cardio Club hours, but it is designated for lap swimmers.

Dave stated that scholarships used to be youth only, now we will be offering adult scholarships as well and working with the Marketing team as to how to promote it. Kevin stated that they have been working with the Foundation team and discussing funding the scholarship program.

Commissioner Deutsch suggested that we go to the schools and promote the scholarship program. He stated that it is not that the kids don't qualify, it's because parents or family members don't know about it or have access to be able to fill out the information. Commissioner Absey stated that even talking with the social workers, they know the kids the best and take the time to meet with them and they can help with that process. Susan mentioned that if you qualify for benefits you will get a pool pass, there is not a limit or certain number of scholarships for the community, anyone who qualifies will get a pass.

Commissioner Absey asked if children or families at the shelter can use that address and get a pass, Dave stated they have worked with the Y regarding this and made arrangements to make this happen.

Commissioner Dawson asked what the situation will be with the lap swimmers, they are expecting to be able to swim at noon. Isabelle stated that they still can do that but there will be kids jumping and swimming during that time. The lap swim time has been moved up earlier because they are opening up the pools an hour earlier. Commissioner Dawson asked if we have communicated with the lap swimmers as they think they will be able to come and swim at noon. Isabelle stated the times are posted in the brochure and on the website.

There was discussion as to why does the pool shut down for an hour. Commissioner Dawson asked if we could figure out how to not be shut down and being able to rotate staff.

Susan stated that we have been talking about this Park District wide with our new leadership structure and team that we are focused on assessing and evaluating current procedures and policies that we have, not just at our pools but park district wide. This is an opportunity to have additional conversations to see if there are some changes to make moving forward. Susan said she would like to thank the community for giving the feedback that they did.

The committee recommends moving to the full board and placing it on the Regular Agenda to discuss and vote.

**Consideration of the Madelyn's Meadows Developers Agreement:**

Tyler Kirchner, presented. Tyler stated Fargo Park District staff have been collaborating with the developers of the Madelyn's Meadows Development on a 70-acre parcel located at 73rd Avenue South and 30th Street South. As part of the project, the developer wishes to include a park featuring a recreation trail, open green space, a picnic shelter, park benches, and a playground. A total of 2.17 acres has been designated for this park.



The agreement has been reviewed by legal counsel and changes suggested have been incorporated in the agreement. The agreement provides for the park to be developed through a special assessment district that would be created by the Fargo Park District over the approximately 70 acres. The total cost of the park is estimated at \$743,204.55. Preliminary plans are to start the construction of the park in the summer of 2025 or 2026.

The committee recommends moving to the full board and placing it on the Regular Agenda to discuss and vote.

**Consideration of Resolution Creating Park Improvement District No. 2025-1 for Madelyn's Meadows:**

Tyler Kirchner, presented. The document discusses the process and considerations involved in developing a park in a community. It covers various aspects such as the developer's agreement, responsibilities of the district, developer, and city, and the steps involved in creating a public improvement project. The document also mentions the importance of collaboration with developers, the city, and other stakeholders to ensure the successful completion of the project. Additionally, it highlights the need for proper planning, budgeting, and coordination to address any challenges that may arise during the development process<sup>1</sup>.

The highlighted area specifically mentions the following points:

- The developer's agreement outlines the responsibilities of the district, developer, and city, including infrastructure improvements like roads, sidewalks, and utilities.
- The first step in the process is to bring together all stakeholders and start the developer's agreement.
- After the agreement is in place, the next step is to consider a resolution for creating a public improvement project.
- The document emphasizes the importance of collaboration and coordination with developers, the city, and other stakeholders to ensure the project's success<sup>2</sup>.
- It also highlights the need for proper planning, budgeting, and addressing any challenges that may arise during the development process.

The committee recommends moving to the full board and placing it on the Regular Agenda to discuss and vote.

**Consideration of the permission to bid Madelyn's Meadows Park:**

Tyler Kirchner, presented. Request permission to publicly bid the Madelyn's Meadows Park Improvement Project and Madelyn's Meadow's Playground Project

The committee recommends moving to the full board and placing it on the Regular Agenda to discuss and vote.

**Consideration of 2025 Concrete/Pavement Improvement Project bids:**

Tyler Kirchner, presented. Tyler stated the bids for the 2025 Concrete/Pavement Improvement Projects were received and opened on February 6, 2024, at 2:00 P.M., at the Park District Office.

The four bids were received for the 2025 Projects: (1) Dakota Underground Co. with a bid amount of \$2,208,764.50; (2) Earthwork Services Inc. with a bid amount of \$1,329,699.20; (3) Northern Improvement Co. with a bid amount of \$1,416,043.50; and (4) Roers Construction Joint Venture LLC. with a bid amount of \$1,337,920.50.

Tyler stated upon review of the bids, staff recommends awarding the bid to Earthwork Services Inc. in the amount of \$1,329,699.20. The bids met all specifications, is the lowest bid and within our concrete/pavement improvements budget of \$1,500,000.00.

The committee recommends moving this to the full board and placing it on the Consent Agenda for

consideration and approval.

### **Consideration of 2025 Playground Replacement Project Bids**

Tyler Kirchner, presenter. Tyler stated the request for proposals for the 2025 Playground Replacement Projects were received and opened February 6, 2024, at 2:00 P.M., at the Park District Office. The Fargo Park District received (7) and publicly opened four (4) bids. The reason for not opening is not having a contractor's license and a bid bond of at least 5%. Commissioner Deutsch asked if there is something that we can do to help the bidders get the correct items in the bids to us. Dave stated that it is very clear on our specifications on these projects. These specifications are the rules of the state that we are following.

The review committee consisted of: Chris Johnson, MBN Engineering, Inc.; Tyler Kirchner and Tony Schmitt of the Fargo Park District. They ranked all the playgrounds on play quality, design features, inclusivity.

Tyler stated with the Commissioners approval, moves forward, then they would go to the public for comment. Giving the community 2 options and give 3 color choices.

Tyler said upon review and scoring of the proposals, staff recommends awarding the contract to My Turn PlaySystems for Bid Schedule No. 1 Fox Run Park – \$200,000, Bid Schedule No. 2a Rheault Farm w/ Turf - \$300,000, Bid Schedule No. 3 Tharaldson Little League Complex - \$200,000. Our budget is \$700,000.00.

Tyler and Tony reviewed the pictures and features of the different playgrounds.

Commissioner Dawson would like for this to be discussed in more detail at the board meeting.

The committee recommends moving this to the full board and placing it on the Regular Agenda for consideration and approval.

### **Consideration of Rose Creek Driving Range Net Replacement Bids**

Tyler Kirchner, presenter. Tyler stated bids for the Rose Creek Driving Range Net Replacement were received and opened on February 6, 2024, at 2:00 P.M., at the Park District Office. The Fargo Park District received four (4) proposals and publicly opened three (3) proposals, with one (1) being rejected due to incorrect bid submittal.

Tyler said upon review, staff recommend rejecting all bids due to the project coming in substantially over budget. Project budget was \$110,000 and low bidder came in at a combined total of \$158,948.00. The plan is to reduce scope and rebid and schedule to come at future date. The plan is to bid in March, bring back to Planning in April and then the May Board meeting.

The committee recommends moving this to the full board and placing it on the Consent Agenda for consideration and rejection.

### **Permission to bid 2025 Courts Plus Siding Project**

Tyler Kirchner, presenter. Tyler said in alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid 2025 Courts Plus Siding Project.

The funds for these projects will be taken from the 2025 approved budget for \$205,000. Tyler said he is working with Kelly and staff, talking with architects. The bid timelines for these projects have yet to be determined. Susan said what a great time to add a Park District logo.

The committee recommends moving this to the full board and placing it on the Consent Agenda for consideration and approval.

### **Consideration of Pepsi Soccer Complex Building Siding Project bids**

Tony Schmitt, presenter. Tony stated that the bids for the Pepsi Soccer Complex Building Siding Project were received and opened on February 6, 2025, at 1:00 p.m. at the Park District Office. We received 3 bids for this project.

We received bids from Fargo Siding in the amount of \$42,750, Western Products in the amount of \$43,328.72, and Lemke Exteriors in the amount of \$51,158. Staff recommends accepting the bid from Fargo Siding for the bid amount of \$42,750. The bid met all specifications, is the lowest bid and is within the budgeted amount of \$60,000 for the project.

The committee recommends moving this to the full board and placing it on the Consent Agenda for consideration and approval.

### **Consideration of Davies Recreational Pool Resurfacing Project bids**

Tony Schmitt, presenter. Tony stated that the bids for the Davies Recreational Pool Resurfacing Project were received and opened on February 5, 2025, at 1:30 p.m. at the Park District Office.

Tony said we received 3. Bids from Associated Pool Builders in the amount of \$175,200, Horizon Pool Supply in the amount of \$249,524, and Mid America Pool Renovation in the amount of \$375,000. Staff recommends accepting the bid from Associated Pool Builders for the bid amount of \$175,200 in addition to an add alternate that was provided for the replacement of drain grates in the amount of \$10,000 for a total bid amount of \$185,200. The bid met all specifications, is the lowest bid and is within the budgeted amount of \$320,000 for the project, initially we had \$200,000 and was told that was not enough. We are well within budget.

Davies closes the 3<sup>rd</sup> Sunday in August, drain the pool, then they have late August into September to get the project completed.

The committee recommends moving this to the full board and placing it on the Consent Agenda for consideration and approval.

### **Consideration of 2025 Equipment bids**

Tony Schmitt, presenter. Tony reminded us that we did a bid opening in December and had to reject these 3 items. We did rebid this, and Tony stated that bids for the purchase of 2025 Park District Maintenance Equipment were received and opened on February 5, 2025, at 1:00 p.m. at the Park District Office.

Tony said after review of the information, staff recommends accepting the Option A bid from Swanston Equipment for the purchase of the tracked skid steer in the amount of \$76,711.57, accepting the Option B bid from Swanston Equipment for the purchase of the articulating loader in the amount of \$48,397.36, accepting the bid from Sanitation Products in the amount of \$141,408 for the purchase of the Cab Over Truck w/8CY Rear Load Trash Compactor. The funds for this equipment will be taken from the 2025 approved budget.

Tony also said they recommend rejecting the bids from RDO and Titan Machinery that did not meet equipment specifications:

- Titan Machinery submitted a bid with non-undercarriage suspension for Item #1-Tracked Skid Steer.
- RDO Equipment submitted a bid that included a DPF (Diesel Particulate Filter.)

Commissioner Dawson asked if we are replacing a truck and Tony said yes, we are, right now we have 3 trucks. 2 are 20 years old but the spare is a ¾ ton pick-up with a side loader. It is a very out dated piece of equipment.

The committee recommends moving this to the full board and placing it on the Consent Agenda for consideration and approval.

### **Consideration of Supplement number 4 to Ground Lease at the Ed Clapp building**

Dave Bietz, presenter. Dave stated this is a new supplement that is replacing an old supplement that the staff and the city can't find.

Dave said down at Ed Clapp there is a building that is ours. The Park District and The City of Fargo have a ground lease agreement for the Ed Clapp property. The Park District owns the land, while the city constructed a building on it. This building houses the Carlson Library, Ed Clapp Senior Center, and Valley Senior Services' administrative offices.

The initial agreement was approved in 2005 before the building's construction. Since then, supplements have been added to address unforeseen issues. The first supplement detailed maintenance responsibilities but cannot be located after an extensive search by both entities. The roof and the HVAC systems are all shared. That is what supplement number four does, it talks about normal maintenance things that has to happen on our side, we are responsible, on the city side, they are responsible.

Currently, Tony's team is doing the snow removal, that is the last year that we are doing this, then it will go to the City of Fargo.

To clarify these responsibilities, we created supplement number four to replace section 13 of the original lease and the missing supplement number one.

For background, supplement number two allowed the school district to build an additional parking lot, and supplement number three clarified insurance responsibilities. Both refer to the missing supplement number one. Staff requests approval of supplement number four to replace section 13 of the original agreement and the missing supplement number one.

The committee recommends moving this to the full board and placing it on the Consent Agenda for consideration and approval.

### **Other:**

1. Jayne discussed Broadway Station, related to Valley Senior Services. We just received the new numbers for 2025, the lease is going up, but she will get the numbers for the board. We do 13-20 meals there a day. Trollwood is 1 mile from there and have the capacity to have the meals there, and sources for rides. What is happening though is a former leader for VSS attends there, conversations are being held and there might be a petition being started, they don't want to move.

2. HR Director has accepted and starts Monday. Kelsey Smith her name, formally at Western State Bank.

3. The Depot: Susan stated we are completely out of the building. When we sold the building, we sold the train cars with the sale. MBN, the new owner is thinking of potentially selling the train cars. They want to use that space for snow removal. Susan said she and Dave are meeting with MBN on Friday and discussing the train and the snow situation.

Meeting adjourned at 10:26 am.

Minutes submitted by Carmen Johnson, Executive Assistant