

FARGO PARK DISTRICT
701 MAIN AVENUE
FARGO ND 58103



PHONE: 701-499-6060
FAX: 701-499-6069

FACILITIES COMMITTEE MEETING
Wednesday, February 22, 2023; 11:00 a.m.
Fargo Park District Board Room
701 Main Avenue, Fargo

Board Committee Members:
Dawn Morgan & Joe Deutsch

AGENDA

1. Update on Garden of Healing at Urban Plains Park; Kevin Boe and Sarah and Arlin Fisher, presenters.
2. Review updates to agreement for Starion Field; Dave Bietz and Kevin Boe, presenters.
3. Review request to solicit for bids for the 2023 Concrete projects; Dave Bietz, presenter.
4. Review request to solicit request for proposals for the 2023 Playground replacement projects; Dave Bietz, presenter.
5. Review bids for the Island Park Pool replacement project; Dave Leker, Tony Wolf with Zerr Berg Architects and Ryan Fleming with Gast Construction, presenters.
6. Review request to solicit request for proposals for the Fargo Parks Sports Complex Playground project; Dave Leker, presenter.
7. Financial Review as of December 31, 2022; Luke Evenson, presenter.
8. Other

Next Fargo Park Board Meeting: March 14, 2023; 5:30 p.m.
Next Facilities Committee Meeting: March 29, 2023; 11:00 a.m.



MEMORANDUM

DATE: February 13, 2023

TO: Fargo Park Board Facilities Committee

FROM: Kevin Boe, Recreation Director

RE: Agenda Item No. 1-Update on Garden of Healing at Urban Plains Park

Sarah and Arlin Fisher are joining the Facilities Committee to give an update on the Garden of Healing at Urban Plains Park.

Sarah and Arlin will review the drawings completed by Confluence (Landscape Architect) and update the Commissioners on the future plans for the Garden of Healing.

Mockup in pictures attached.

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

Thank you.



Legend

- 1** Primary Signage to 32nd Ave
- 2** Planting Buffer
- 3** Sound Barrier Wall with Focal Water Wall
- 4** Overlook with Informal Reflection Area
- 5** Private Seating Area
- 6** Open Lawn
- 7** Rain Garden with Bridge
- 8** Large, Formal Reflection Space with Pergola
- 9** Labyrinth
- 10** Secondary Water Feature
- 11** Lawn Seating/Play Berm
- 12** The Healing Hotline
- 13** Cameron's Cross
- 14** Main Entry, with Signage





Large Reflection Space



Main Entry Gate

View Looking North



**Informal Reflection Area
Water Wall**



32nd Ave Signage





MEMORANDUM

DATE: February 6, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations and Kevin Boe, Recreation Director

RE: Agenda Item No. 2 - Review updates to Agreement with Fargo Metro Baseball Association

Fargo Youth Baseball and Fargo Metro Baseball Association (Fargo Post 400) agree to remove the Fargo Youth Baseball from the agreement for Starion Field (Helling Field) at Tharaldson Baseball Complex.

Fargo Metro Baseball Association (Fargo Post 400) will be the sole tenant of Starion Field (Helling Field) at Tharaldson Baseball Complex.

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

Thank you.

Fargo Youth Baseball

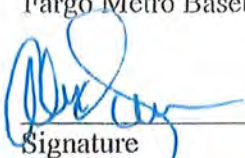
1892 17th Ave. S, Fargo, ND 58103
701-232-9225
info@fargoyouthbaseball.com



January 27, 2023

To: Fargo Park District

Fargo Youth Baseball and Fargo Metro Baseball Association also known as Post 400 Legion Baseball is in an agreement to remove the name of Fargo Youth Baseball from the Fargo Youth Baseball - Tharaldson - Helling Turf Agreement through the Fargo Park District and replace it with Fargo Metro Baseball Association. With this agreement Fargo Youth Baseball will no longer have a lease agreement for Helling Field (Starion Field) with the Fargo Park District, and Fargo Metro Baseball Association will be the sole tenant of Helling Field (Starion Field).


Signature

Alex Summer
Print Name

President / CEO
Title

Fargo Youth Baseball


Signature

Jeff Gould

Print Name

President

Title

Fargo Metro Baseball Association

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 23rd day of May, 2018, by and between 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"), FARGO YOUTH BASEBALL, a North Dakota not-for-profit corporation, whose post office address is 1892 17th Street South, Fargo, North Dakota 58103 ("FYB") and Fargo Metro Baseball Assoc., whose post office address is P.O. Box 10131, Fargo, North Dakota ("Post 400").
Fargo ND 58106

Preliminary Statements

The Park District is the owner of certain properties throughout the City of Fargo, including the Tharaldson Baseball Complex ("Tharaldson") and the Anderson youth baseball facility (the "Anderson Field") in south Fargo. The Park District has other contractual relationships with FYB.

Post 400 also sponsors baseball programs and is participating in this Agreement for purposes of providing support to youth baseball in the Fargo area.

The parties have determined that it is in the best interests of youth baseball that a portion of a diamond at Tharaldson be covered in artificial turf.

FYB has requested that the Park District grant it the right to improve and repurpose what is now identified as the Helling Field at Tharaldson to be used as part of FYB's practice and competitive facilities, the location of Helling Field being shown on Exhibit No. 1 attached hereto and incorporated by reference herein (the "Project Field").

The improvements to be constructed will play a significant role in the development of the youth in our community by enhancing Tharaldson's baseball-related amenities and providing enhanced recreational activities for the youth of our community.

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 or between the Park District, FYB and/or Post 400. Neither party has a right or obligation to bind the other to any course of action or commitment as it relates to the improvements to Tharaldson and/or the Project contemplated by this Agreement. Each of the parties is an independent contractor and, although they will coordinate efforts with regard to the improvements, the Park District specifically is not assuming any obligations of FYB to its members or to the community.

2. Usage. FYB will develop the use and rental schedule of the Project. Helling Field will continue to be subject to the terms of such schedule. FYB specifically acknowledges that the Agreement does not grant to or infer any additional rights to FYB to use Helling Field or other fields in Tharaldson. FYB will allow Park District to schedule usage of the Project Field at no cost to the Park District. Park District usage is based on schedule availability at the time of the request to schedule by the Park District and is not guaranteed to be available.

3. Financial Obligations. The improvements described below will be purchased, constructed and installed at the expense of the Park District, FYB and Post 400 as further described below. The Park District will at all times have the right to review and approve any and all plans and specifications, construction schedules and things of that nature, which approval shall not be unreasonably withheld. FYB and Post 400 will be responsible for raising funds necessary to support their respective financial contribution to complete this Project. See Exhibit 3 for the contemplated improvement list.

A. The Fargo Park District's rights, duties and responsibilities for Helling Field are as follows:

- (1) The Park District will commit to and pay \$225,000 towards the cost and installation of the artificial turf to be placed on the infield and the pitching bullpen areas of the Project Field, all as delineated on the attached Exhibit 2. All other costs and expenses associated with the purchase and installation of the artificial turf will be the responsibility of FYB and Post 400.
- (2) In addition, the Park District will fund into a turf replacement escrow account the sum of \$10,000 per year for 20 years or until the Park District has funded the escrow account with \$200,000. The escrow account shall be held and managed by the Park District.
- (3) The Park District will commit to and pay all costs and expenses associated with renovating the irrigation system at the Tharaldson Little League fields.
- (4) The Park District will cause to be removed the fencing in and around the building located at the Anderson Fields (the "Anderson Building") and replace any such fencing that the Park District deems to be appropriate.
- (5) The Park District consents to FYB moving the Anderson Building to Tharaldson at the location identified on the attached Exhibit 2. Park District employees/carpenters will assist FYB in bracing the Anderson Building for the potential move to Tharaldson. Should FYB abandon the Anderson Building within the initial term of the agreement FYB will be required to return the building site back to its original state. FYB must

move the Anderson building to the Tharaldson Baseball Complex no later than May 1, 2019.

- (6) Once the Anderson Building is moved and completely refurbished at Tharaldson, including connection to utilities, the Park District, on an annual basis, will winterize the Anderson Building, maintain and control the building during the winter months and will pay the normal monthly utility costs associated with operating the Anderson Building.
- (7) Post 400, with the consent of former Fargo Legion standout and major league baseball player Rick Helling, named a field at Tharaldson as Helling Field. It is the intention of the parties that the Helling Field moniker will be applied to another field at Tharaldson described in this Agreement. The Park District will contact Rick Helling and request his consent to move the Helling name to another field and, upon receiving such consent, the Park District will, at its expense, cause to be moved to a newly identified Helling Field, all current signage.
- (8) The Park District will maintain and replace, when necessary, the current lights for the Project Field. The Park District will pay the utility cost for the lights including electricity but not limited to for the Project Field.
- (9) The Park District will maintain the fencing in and around the Project Field.
- (10) The Park District will maintain the irrigation system. In consultation with FYB and scheduling, the Park District will set the times for watering and pay the utility and water costs associated with the irrigation system.
- (11) The Park District will maintain the natural turf areas outside the fenced in areas of the Project Field. This will include mowing, watering and fertilizing in the ordinary course. The Park District will aerate the natural turf areas within the fenced area one time per year. Scheduling the aerating will be done in consultation with FYB.

B. FYB's responsibilities:

- (1) FYB will fund into a turf replacement escrow account the sum of \$5,000 per year for 20 years or until FYB has funded the escrow account with \$100,000.
- (2) FYB retains naming rights associated with the improvements at the Project Field, to include the artificial turf. The naming rights will be subject to the approval of the Park District, which approval will not be unreasonably withheld but with the understanding that the Park District is a public entity

and the sponsor or name shall not be inconsistent with Park District standards and policies. The form, design and location of such recognition signage will also be subject to Park District approval. The signage should be size appropriate for the circumstances, and no electronic signage will be authorized.

- (3) The potential move of the Anderson Building to Tharaldson shall be at the sole cost and expense of FYB, subject to the Park District's limited participation as described above. The Anderson Building will be used by FYB for storage of maintenance equipment, meeting areas for game staff and the principals of FYB, and for FYB concession sales. Any and all costs associated with the renovation of the Anderson Building, to include construction costs and connection to utilities, shall be at the sole cost and expense of FYB and/or Post 400.
- (4) FYB shall have the exclusive right to provide concessions at the Project Field out of the Anderson Building if it is moved. FYB will cause to be paid to the Park District an amount equal to 10% of the gross sales, net of sales tax. The monies paid to the Park District will be placed in an escrow fund to be held by the Park District, the monies to be expended for capital improvements to the Project Field. Either party may propose an expenditure of funds for a capital improvement from the escrow account but both parties shall agree on the expenditure.
- (5) FYB and/or Post 400 shall be responsible for the maintenance of both the artificial turf and natural turf areas within the fenced-in area of the Project Field except to the extent those obligations are assumed by the Park District pursuant to paragraph 3.A(11) above. FYB shall maintain the Project Field to standards equal to or greater than Park District standards with regard to maintenance of similar facilities. If FYB fails to so maintain the Project Field and fails to correct any deficiencies within ninety (90) days after written notice from the Park District, the Park District shall, in its sole discretion, have a right to terminate this Agreement.
- (6) FYB shall be solely responsible for scheduling the use of the Project Field. The schedule will be updated and provided to the Park District on a weekly basis for the period April 1 through October 31 of each year. FYB shall establish rental rates for the use of the Project Field by third party organizations, which rental rates will be subject to the approval of the Park District, which approval will not be unreasonably withheld. FYB will use its best efforts to make the Project Field available to other organizations at times that the Project Field is not scheduled for FYB or Post 400 activities. Rental proceeds will be retained by FYB to assist it in funding the operational costs of maintaining the Project Field as agreed to herein.

4. Consent. To accommodate the Park District's consent to this Agreement, the following specific provisions will apply as the improvements are constructed:

(a) All plans and specifications for capital improvements to the Project Field will be subject to the review and approval of the Park District, which approval will not be unreasonably withheld.

(b) Any and all construction will be subject to compliance with City codes and will comply with appropriate construction standards and methods recognized in the Fargo community.

(c) All contractors will be properly licensed, if required by law, and will provide performance and payment bonds and other commercial general liability insurance as may be recommended by the architectural firm retained by FYB, to design the improvements to the Project Field.

(d) The improvements, once completed, will remain the property of the Park District.

5. Insurance. FYB, at its expense, shall carry and/or require to be carried the following insurance associated with the construction of the improvements.

(a) Any and all insurance to insure the Anderson Building during the move and once located at Tharaldson from any damage during construction. If it is partially or totally damaged by FYB, its agents or contractors, the structure shall be rebuilt or repaired as soon as reasonably possible at the sole cost and expense of FYB.

(b) FYB and the contractors, at their expense, shall keep in force a comprehensive general liability insurance policy with a single limit of not less than \$1,000,000, with the Park District named as an additional insured. At the request of the Park District, copies of insurance policies or certificates of insurance will be delivered to the Park District. The policy shall require the insurance company to notify the Park District, in writing, at least 10 days prior to any cancellation of the insurance.

6. Indemnity. FYB shall hold the Park District harmless and free from all liability and claims for damages by reason of any injury to any persons, including employees, volunteers, baseball players of FYB, and property, including FYB's property, occurring because of or resulting from FYB's construction and installation of any improvements. FYB shall indemnify and save the Park District harmless from all liability, loss, costs, attorneys' fees and obligations arising out of such injuries or losses.

7. Assignment. FYB shall not assign this Agreement or any rights hereunder without the prior written consent of the Park District.

8. Term. The initial term of this Agreement shall commence on June 1, 2018 (the "Commencement Date"), and terminate on December 31, 2032 (the "Term"). Provided that FYB

is not in default beyond any applicable cure period or the Agreement has not been previously cancelled or terminated, the FYB shall have the option to renew and extend the Term of this Agreement for five (5) successive five (5) year periods (each such period an "Extension Term"). Notwithstanding the above, the Term, with extensions, will not exceed beyond December 31, 2064. The party's rights and obligations during any Extension Term shall be subject to this Agreement and constitute part of the Term hereof. FYB's options to extend shall be deemed to be exercised automatically unless FYB elects to decline to exercise any option to extend by providing not less than 120 days written notice of the same to the Park District prior to the end the then-applicable Term or Extension Term. This Agreement shall be enforceable and be binding on both parties on the Effective Date.

Notwithstanding the above, if the FYB does not commence construction of the Project Field on or prior to September 30, 2019, and/or complete construction of the Project Field by September 30 15, 2020, this Agreement, in the sole discretion of the Park District, may be terminated.

9. General Provisions.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

(c) This Agreement may be modified only by a written document signed by all parties. Any purported oral modification shall not be effective.

Dated the day and year first above written.

THE PARK DISTRICT OF THE CITY OF

By: [Signature]
Its: President

By: [Signature]
Its: Clark Treasurer

FARGO YOUTH BASEBALL

By: [Signature]
Its: President

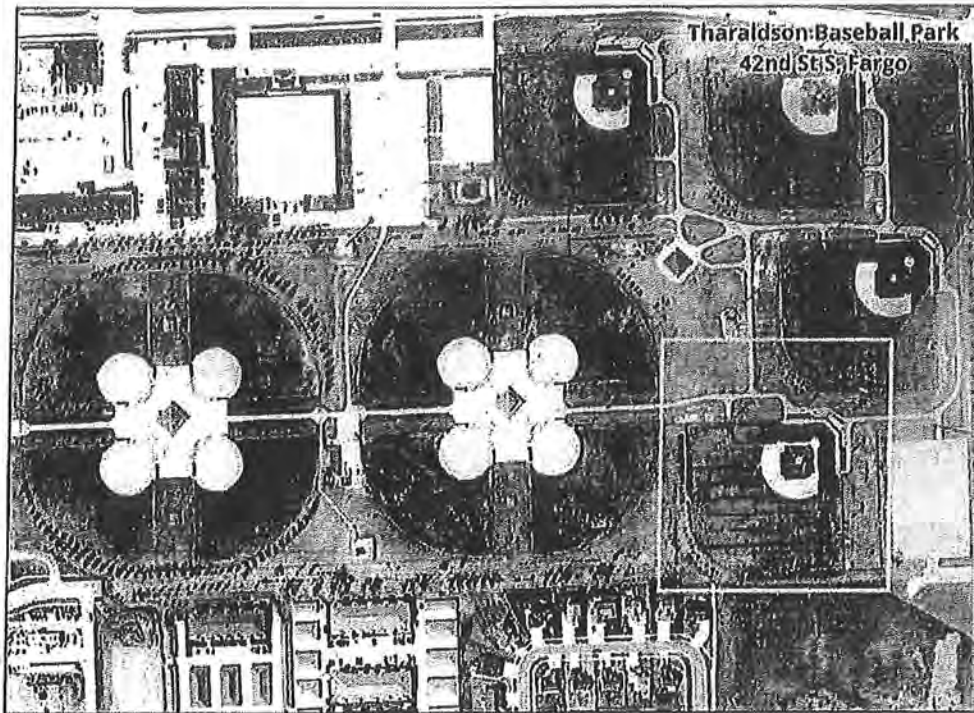
By: _____
Its: _____

Post 400

By: [Signature]
Its: President

By: _____
Its: _____

Exhibit No. 1
Site Plan



Helling Field and Adjacent Site Plan



Exhibit No. 3
Possible Improvement List

1. Turf infield
2. 40' x 60' building (Anderson Building)
3. Fencing
5. Bleachers
7. Scoreboard
8. Miscellaneous Items



DATE: February 15, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 3 – Review request to solicit bids for the 2023 Concrete projects

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid the 2023 Concrete projects. Funds for these projects are budgeted in 2023. The timeline for the bid process will be as follows:

- Public Bid Opening April 13, 2023
- Possible award by Park Board Commissioners May 9, 2023

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

Thank you.

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



DATE: February 15, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 4 – Review request to solicit request for proposals for the 2023 Playground replacement projects

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly request for proposals for the 2023 Playground replacement projects. Funds for this project are budgeted in 2023. The total estimate for the replacement project is \$350,000. The list of playground replacements are as follows:

- Village West Park
- Woodhaven South Park

The timeline for the request for proposals process will be as follows:

- | | |
|--|----------------|
| • Open Proposals | April 13, 2023 |
| • Possible award by Park Board Commissioners | May 9, 2023 |

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

Thank you.

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



MEMORANDUM

DATE: February 15, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 5 – Review bids for the Island Park Pool replacement project

Our instructions to bidders did not include the language requiring contractors to include a copy of their contractor's license in separate envelope per North Dakota Century Code. If the contractor did not include a copy of their contractor's license and a bidder's bond in a separate envelope, this would make it an unresponsive bid and would not be read aloud.

Under these circumstances, we wanted to review the bid packages where all the contractors for that package met the statute requirements per North Dakota Century Code.

- 3A – Concrete
- 4 - Masonry
- 5B – Metal Fabrication
- 6A – General Work and Labor
- 21 – Fire Sprinkler
- 22/23 – Plumbing/HVAC
- 32A – Asphalt & Milling Overlay
- 32B – Concrete Paving

Please see attached bid tab for review and a letter of recommendation.

Per action taken at the February 14th Board Meeting, we will be rebidding the following packages and present that bid tab for review at the March 29th Facilities Committee Meeting:

- 7A - EPDM Roofing and Sheet Metal
- 7B – Metal Roof and Wall Panel
- 7C – Caulking and Sealants
- 8B – Aluminum Openings and Glazing
- 8C – Overhead Doors
- 9B – Gypsum Board Assemblies

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

- 9D – Painting and Coatings
- 9E – Epoxy Concrete Flooring
- 13 – Pool Construction
- 26 – Electrical
- 31 – Earthwork/Site Demolition
- 32C – Site Fencing
- 32E – Landscaping
- 32F – Artificial Turf
- 33 – Site Utilities

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

Thank you.



February 15th, 2023

Dave Leker, Executive Director
Fargo Park District
701 Main Ave
Fargo, ND 58103

Re: Bid Review for February Facility Committee Meeting

Dave,

Below is a list of the bid packages and qualified low bidder we are recommending for consideration on the Island Park Pool.

3A Concrete – All Finish Concrete
4 Masonry – Huesman Schreiber Masonry, LLC
5B Metal Fabrications – Red River Fabrication, Inc.
6A General Work and Labor – Gast Construction Co, Inc.
21 Fire Sprinkler – Nova Fire Protection, Inc.
22/23 Plumbing/ HVAC – BDT Mechanical, LLC
32A Asphalt & Milling Overlay – FM Asphalt LLC
32B Concrete Paving – Quality Concrete Inc.

Regards,

A handwritten signature in black ink, appearing to be 'Jordan Vadnais', written over a large, stylized, and somewhat abstract background mark that resembles a large 'X' or a series of overlapping loops.

Jordan Vadnais
Project Manager



MEMORANDUM

DATE: February 15, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 6 – Review request to solicit request for proposals for the Fargo Parks Sports Complex Playground project

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to solicit request for proposals for the Fargo Parks Sports Complex Playground project. Funds for this project are included in the Fargo Parks Sports Complex Phase II all in budget of \$49,000,000. The total estimate for the playground project is \$450,000.

Over the next several weeks proposals would be solicited, reviewed, and recommendations from a selection committee would be brought forward for consideration. Final approval would be requested at the May Board meeting.

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

Thank you.



MEMORANDUM

DATE: February 15, 2023

TO: Fargo Park Board Facilities Committee

FROM: Luke Evenson, Controller

RE: Agenda Item No. 7: Financial Review as of December 31, 2022

The data attached is a review of the Year-to-Date financials from January to December 31, 2022, with comparison to previous years and the annual budget.

If you have any questions prior to the Facilities Committee, please contact me to discuss.

Thank you.

PARK DISTRICT OF THE CITY OF FARGO

Year to Date Actual to Budget

	Governmental Funds & VSS							
	Actual YTD 12/31/2022	Budget 2022	2022 Dollar Variance	2022 % Variance	Actual YTD 12/31/2021	Actual YTD 12/31/2020	Actual YTD 12/31/2019	
REVENUES								
Taxes and special assessments	\$ 25,946,785	\$ 25,133,036	\$ 813,749	103%	\$ 22,654,738	\$ 20,792,178	\$ 18,951,002	
Charges for services	9,504,140	9,474,851	29,289	100%	9,489,058	7,385,339	7,750,787	
Intergovernmental	5,043,374	5,069,041	(25,667)	99%	5,272,566	5,125,032	4,526,866	
Miscellaneous	2,107,456	47,844	2,059,612	4405%	8,246,952	2,378,876	2,367,206	
TOTAL REVENUES	\$ 42,601,755	\$ 39,724,772	\$ 2,876,983	107%	\$ 45,663,313	\$ 35,681,425	\$ 33,595,861	
EXPENDITURES								
Full Time salaries	\$ 8,051,410	\$ 7,938,468	\$ (112,942)	101%	\$ 7,316,703	\$ 7,000,771	\$ 6,710,869	
Part Time salaries	4,251,330	4,268,589	17,259	100%	3,861,294	3,328,514	3,797,642	
Employee benefits	3,369,884	3,062,309	(307,575)	110%	3,128,870	2,627,416	2,961,238	
Utilities	2,175,937	1,682,025	(493,912)	129%	1,815,363	1,563,556	1,759,295	
Repairs and maintenance	1,876,432	2,771,654	895,222	68%	1,031,740	919,427	1,052,776	
Program and operational costs	6,977,768	6,640,703	(337,065)	105%	6,482,248	5,971,288	6,337,949	
Capital equipment and improvements*	34,926,496	3,377,884	(31,548,612)	1034%	4,328,011	2,293,566	3,578,308	
Principal and interest on debt	5,255,803	8,245,946	2,990,143	64%	5,396,367	5,468,189	4,605,806	
TOTAL EXPENDITURES	\$ 66,885,059	\$ 37,987,578	\$ (28,897,481)	176%	\$ 33,360,597	\$ 29,172,727	\$ 30,803,883	
Revenue Over (Under) Expenditures	<u>\$ (24,283,304)</u>				<u>\$ 12,302,716</u>	<u>\$ 6,508,697</u>	<u>\$ 2,791,978</u>	

* Includes expenditures from the Capital Projects Funds that don't need to be budgeted (i.e. Fargo Park District Sports Complex, IPP Project, Lindenwood Project, etc)