



FACILITIES COMMITTEE MEETING
Wednesday, March 29, 2023; 11:00 a.m.
Fargo Park District Board Room
701 Main Avenue, Fargo

Board Committee Members:
Dawn Morgan & Joe Deutsch

AGENDA

1. Review Lease Agreement with Lutheran Immigration and Refugee Services (LIRS), and Growing Together Community Gardens for community garden at Village West Park; Dave Bietz, presenter.
2. Review bids for the Island Park Pool replacement project; Dave Leker, Tony Wolf with Zerr Berg Architects and Ryan Fleming with Gast Construction, presenters.
3. Review Amendment No. 3 to Development Agreement with Sanford; Dave Leker, presenter.
4. Review the following bids; Dave Bietz, presenter.
 - a. Self-Propelled Ice Resurfacer
 - b. 2023 Tractor with Cab and Front Wheel Assist
5. Review Memorandum of Understanding with Audubon Dakota for the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project; Dave Bietz and Sam DeMarais, presenters.
6. Request to solicit for bids for the Sports Arena Reroof project; Dave Bietz, presenter.
7. Discuss next steps to continue the Strategic Planning Process; Dave Leker, presenter.
8. Review results of Yunker Farm Master Plan Public Input Survey; Carolyn Boutain, presenter.
9. Other

Next Fargo Park Board Meeting: April 11, 2023; 5:30 p.m.
Next Facilities Committee Meeting: May 3, 2023; 1:00 p.m.



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 1 - Review Lease Agreement with Lutheran Immigration and Refugee Services (LIRS) and Growing Together Community Gardens for community garden at Village West Park

Eric Hegg with Lutheran Immigration and Refugee Services (LIRS) is heading up a program working with settled new Americans on farmers training. Jack Wood with Growing Together Community Gardens is partnering with LIRS and they are requesting to develop a community garden at Village West Park. LIRS has been awarded a USDA three (3) year grant that would ensure the success of the startup of this garden.

Attached is the Lease with LIRS and Growing Together Community Gardens outlining in detail the terms, a site plan, and a summary of the project-Refugee Agricultural Partnership Program.

Staff is asking the Committee to move the Lease for consideration for approval to the full board.

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

Thank you.

LEASE

THIS LEASE ('Lease') is made effective as of the _____ day of April, 2023 (the "Effective Date"), between **The Park District of the City of Fargo**, a park district organized under the laws of the State of North Dakota ("Landlord"), and **Lutheran Immigration and Refugee Services** a North Dakota non-profit organization whose post office address is 3310 Fiechtner Drive, Suite 100, Fargo, North Dakota 58103 ("LIRS"), and **Growing Together Community Gardens, LLC** ("Growing Together"), a North Dakota non-profit limited liability company whose post office address is 42 Meadowlark Lane, Fargo, North Dakota 58102("Growing Together") (collectively LIRS and Growing Together shall be referred to as "Tenant").

Whereas, Landlord is the owner of a certain parcel of real estate at Village West Park.

Whereas, Tenant is organized as a non-profit whose purpose is to create sustainable gardens in the community to address food insecurity.

Whereas, Tenant desires to create an approximate 150' x 220' (.75 acre) community garden at Village West Park on the premises identified on the Exhibit A (the "Garden Parcel") and Landlord desires to lease the premises identified to Tenant for the purposes of creating a community garden.

Whereas, Landlord and Tenant believe that the operation of the a community garden at Village West Park provides an important service to the residents of the City of Fargo and is consistent with the mission and purpose of a park district, and based upon that belief, desire to enter into this Lease.

Now, therefore, in consideration of the foregoing Recitals and the following mutual covenants and agreements, the parties agree as follows:

1. **LEASE OF THE GARDEN PARCEL.** Attached hereto and incorporated by reference herein as Exhibit A is a site plan identifying the Garden Parcel which Landlord agrees to lease to Tenant for the purposes of Tenant operating a community garden. The Garden Parcel shall be used as a community garden under the direct management and supervision of Tenant and its staff under terms and conditions reasonably acceptable to Landlord. Exhibit B outlines the purpose and mission of the community garden.
2. **TERM.** The Term of this Lease shall commence on the Effective Date and terminate on December 31, 2023. This Lease shall automatically renew on January 1 of each year on the same terms unless earlier terminated by the parties. Notwithstanding the term herein described, Tenant may, on not less than three (3) months' written notice to the Landlord, terminate this Lease. Landlord and Tenant shall have the option to mutually agree to terminate this Lease upon less than three (3) months' written notice. Such agreement shall be in writing and signed by both Landlord and Tenant.
3. **RENT.** Tenant shall not be required to pay rent for the use of the Garden Parcel provided that any programs operated by Tenant thereon are open to the community.
4. **USE.** The Landlord is a municipal subdivision organized under N.D.C.C. Chapter 40-49. As a public entity, it is concerned that its properties be used in such a way as to benefit the citizens of Fargo and the surrounding area and that such facilities not be used in such a way that would be inconsistent with the mission of a park district.

- (a) The Garden Parcel shall not be used for any unlawful purpose. Its use shall at all times comply with the applicable rules and regulations, the ordinances of the City of Fargo and North Dakota state law. The Garden Parcel shall be used as a community garden and shall be used for no other purpose and by no other persons besides Tenant without written consent of Landlord.
- (b) To the extent Tenant intends to use the Garden Parcel for events or purposes that do not conform to the uses specified herein, Tenant shall notify the Landlord of the intended use. The Landlord retains the right to inquire as to the intended use and deny or prohibit a use that, in the opinion of the Board of Park District Commissioners or its designated committee, would be inconsistent with the mission of the Park District.
- (c) It is the intention of the parties that Tenant will divide the Garden Parcel into separate garden plots and Tenant will then establish any rules and regulations applicable to the Garden Parcel and the separate garden plots. Such rules and regulations will be provided to Landlord for its review and approval, which approval shall not be unreasonably withheld.
- (d) Tenant shall be solely responsible for enforcing any rules and regulations pertaining to the Garden Parcel. Landlord shall have no obligation to secure or otherwise monitor the use of or activities in and around the Garden Parcel.
- (e) Tenant shall indemnify and hold Landlord, its commissioners, officers, directors, employees, and agents ("Landlord Parties") harmless and free from all liabilities and claims for damages by any reason of any injury to any persons or property located on or in the Garden Parcel. Tenant shall further indemnify and save Landlord Parties harmless from all liability, loss, cost, attorneys fees and obligations arising out of such injuries or losses.
- (f) Upon the expiration of each growing season, Tenant shall take reasonable steps to clear the Garden Parcel of excess debris and vegetation.
- (g) Tenant may, at its option and subject to the approval of the Landlord, construct a greenhouse or other structures Tenant believes will be beneficial to its use of the Lease Premises. Tenant shall be solely responsible for all associated costs, fees, and expenses. Landlord reserves the right to require Tenant to provide Landlord with plans, specifications, and copies of all licenses and permits required for such construction.

5. REAL ESTATE TAXES. The Garden Parcel sits upon real estate that currently tax-exempt. Special assessments levied and assessed against the Garden Parcel, if any, shall be the sole responsibility of Tenant. If real estate taxes are later assessed against the Garden Parcel because of Tenant's use (and this Lease), Tenant shall be responsible to pay such taxes.

6. WATER. Tenant shall be solely responsible for the cost of water used to water the Garden Parcel and any additional structures Tenant may construct thereon. The rate for water will be the then-current City of Fargo rate. If Tenant's water usage is separately metered, Tenant shall pay for

its water usage prior to delinquency. If Tenant's water usage is not separately metered, Tenant shall pay for the growing season's water usage within twenty (20) days following receipt of an invoice from Landlord.

7. REPAIRS AND MAINTENANCE. Tenant shall establish policies designed to keep the Garden Parcel well-manicured and in good repair. Tenant shall not allow garbage, debris, refuse, or weeds and/or clippings from plants ("Waste") to accumulate on or near the Garden Parcel. Tenant shall ensure that all Waste is lawfully and properly disposed in trash receptacles which will be provided by Landlord. Landlord shall be responsible for lawn care, landscaping, and sidewalk maintenance for the area surrounding the Garden Parcel.

8. SIGNAGE. Tenant, at its sole expense, shall have the right to install signage on the Garden Parcel, provided such signs are properly and adequately secured. Tenant shall ensure such signage conforms to applicable laws and ordinances. In the event Tenant chooses to remove its signage, Tenant shall repair any damage caused by such removal. Tenant shall remove all of its signs upon the expiration or termination of this Lease; provided, however, that Tenant shall repair and restore or cause to be repaired and restored any damage or injury to the Garden Parcel and Improvements now or hereafter erected caused by the installation and/or removal of any such signs.

9. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Tenant may make alterations and improvements to the Garden Parcel only with Landlord's written consent, which consent shall not be unreasonably withheld. Such alterations and improvements shall be made in a good and workmanlike manner and in compliance with all laws and regulations of any governmental agency having jurisdiction over the Garden Parcel. Tenant shall defend and hold Landlord harmless in all claims and demands of every kind and character which result from or arise out of the making of such alterations and improvements. The Landlord may enter the Garden Parcel at any reasonable hour to inspect and verify that the same is in compliance with the terms and conditions of its written consent.

In addition, Landlord may, at its option, in any case in which its approval is required as provided above, require Tenant to furnish it with copies of the applicable plans and specifications and any relevant contract between Tenant and any contractor or supplier, require Tenant to reimburse Landlord for any out-of-pocket costs reasonably incurred by Landlord in evaluating the proposed alterations and require Tenant to obtain reasonable construction insurance coverages and establish a contractor payment protocol that protects against construction and/or mechanic's liens.

10. LIENS. Tenant shall not permit any construction or other lien to stand against the Garden Parcel arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant gives Landlord reasonable security required by Landlord to ensure payment or prevent any forfeiture of the property. Tenant shall have all liens released or judgments satisfied at Tenant's expense.

11. ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS. Tenant will comply with, conform to, and obey, in all material respects, all Environmental, Health, and Safety Requirements which may be applicable to Tenant or to the Garden Parcel, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, or any part thereof during the Term. The parties shall promptly

deliver to each other copies of all notices made by a party to, or received by a party from, any governmental agency relating to an Environmental, Health and Safety Requirement.

12. LANDLORD'S ACCESS. Landlord and its authorized agents shall have the right to enter the Garden Parcel during normal working hours with a twenty-four (24) hour communicated notice which will allow access for the following purposes:

- (a) Inspecting the general condition and state of repair of the Garden Parcel,
- (b) The making of repairs required of Landlord, if any;
- (c) For any other reasonable purpose; provided, however, that such entry shall not unreasonably interfere with the conduct of Tenant's operations.

In the event of an emergency, the 24-hour notice provision of this Section 12 shall not apply and Landlord shall be allowed immediate access to the Premises until such time as such emergency has abated.

13. INSURANCE. Tenant, at its expense, shall provide insurance coverage for liability insurance related to claims arising in and on any sidewalks, parking area, or other area directly adjacent to the Garden Parcel. Tenant shall indemnify and hold Landlord harmless from such claims in a similar manner as described in Section 15 below. Tenant's insurance shall be placed with financially responsible insurance companies duly authorized to do business in the State of North Dakota. Upon request by Landlord, Tenant shall provide a copy of the declaration page to such policy/or any renewals to Tenant.

- (a) During the entire term of this Lease and any extension thereof, Tenant shall, at Tenant's sole cost and expense, maintain general public liability insurance against claims from personal injury, death, or property damage occurring in, upon, or about the Garden Parcel arising out of any act or occurrence related to the Tenant's occupancy, its employees, agents, invitees or guests. The limitation of liability of such insurance shall not be less than one million dollars (\$1,000,000) in respect to injuries or death of one person and in the limit of not less than two million dollars (\$2,000,000) in respect to any one accident.
- (b) Any insurance secured by Landlord for its own account insuring against loss or damage or other improvements situated on or near the Garden Parcel, shall be for the sole benefit of Landlord. The policy shall be under Landlord's sole control unless Tenant shall have an interest under said coverage as to said property and can demonstrate its interest by its own books and records to the satisfaction of Landlord.
- (c) All insurance purchased under this paragraph of the Lease or purchased by Tenant for its own account on property owned or installed by Tenant on the Garden Parcel, shall be maintained to the extent of eighty percent (80%) of the insurable value of the premises or property insured, or the amount set out in the co-insurance clause of the policy, whichever is greater.

- (d) Tenant shall be solely responsible for insuring against loss to all of its personal property, contents, and Tenant-installed improvements or fixtures on the Garden Parcel.

14. FIRE AND CASUALTY DAMAGE.

- (a) Notice of Destruction. If the Garden Parcel should be damaged by fire, the elements, unavoidable accident, or other casualty to the extent that the Garden Parcel is rendered totally or partially unusable by Tenant in the ordinary course of Tenant's operations, Tenant shall give immediate written notice thereof to Landlord.
- (b) Total Destruction: If the Garden Parcel shall be so damaged that the same cannot reasonably be restored by the end of the growing season, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification.
- (c) Partial Damage: If the Garden Parcel should be damaged by fire, tornado, or other casualty, but to the extent that the same can be reasonably completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the occurrence of the damage, this Lease shall not be terminated. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be pro-rated accordingly. In the event that Landlord shall fail to complete such rebuilding or repairs within ninety (90) working days from the date of written notification by Tenant to Landlord of the happening of the damage, Tenant may, at its option, terminate the lease by written notification at such time to Landlord, whereupon all rights and obligations hereunder shall cease.

15. INDEMNITY. Tenant shall defend, indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons for personal injuries, wrongful death, or property damage committed or happening on the Garden Parcel, except when such claims are based on the negligence or willful misconduct of landlord or its agents or employees, or such claims as are based on Landlord's breach of the covenants or obligations contained in the Lease.

- (a) Tenant's agreement herein set forth, to indemnify and save Landlord harmless, shall include any and all claims by Tenant for damage to any of Tenant's improvements and betterments arising out of any act or occurrence committed or happening on and about the Garden Parcel.
- (b) The indemnification agreement set forth above shall include, but not be limited to, all costs, counsel fees, expenses, and liabilities incurred in connection with the defense of such claim or claims.

16. WAIVER OF SUBROGATION. Each party hereto waives any and every claim which arises or may arise in its or their favor and against the other party or parties hereto during the term of this Lease or any renewal or extension thereof for any and all loss of, or damage to, any of its or their property located within or upon, or constituting a part of, the Garden Parcel, which loss or

damage is covered by valid and collectable fire, windstorm, tornado, or extended coverage insurance policies, to and only to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or releases contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give to each insurance company, which has issued its policies of fire, tornado, windstorm, or extended coverage insurance, written notice of terms of said mutual waivers, and to have said insurance policies properly endorsed, If necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

17. CONDEMNATION.

- (a) If, during the term of the Lease or any extension or renewal thereof, all or substantially all of the Garden Parcel shall be taken for any public or quasipublic use under any governmental law, ordinance, or regulation, or by right to eminent domain, or shall be sold to the condemning authority under threat of condemnation, this Lease shall terminate.
- (b) Any and all awards for the taking of any part or portion of the Garden Parcel under any governmental law, ordinance, or regulation by right of eminent domain, or the proceeds of sale of any part or portion of the premises to the condemning authority under threat of condemnation, shall be the sole property of Landlord. Tenant shall have no interest therein, and Tenant's sole compensation shall be derived from the abatement of the rentals and the termination of the Lease (if applicable) or an adjustment of the rent in an equitable fashion as hereinbefore set forth.

18. ASSIGNMENT AND SUBLETTING. Tenant may not, without the prior written consent of Landlord, assign this Lease or sublet the Garden Parcel or any portion thereof, to any other person, firm, or corporation. In the event that assignment or subleasing is permitted, Tenant shall remain the principal obligor to Landlord for the full performance of all of the terms, conditions, and covenants of the Lease by which Tenant herein is bound, and the acceptance of an assignment or subletting of the Garden Parcel by any firm, person, or corporation shall be construed as a promise on the part of such assignee or subtenant to be bound by and perform all of the terms, conditions, and covenants by which Tenant herein is bound. No such assignment or subletting shall be construed to constitute a novation.

19. SURRENDER. At the termination of this Lease for any reason, Tenant shall quit and surrender the Garden Parcel in as good condition as when received, reasonable wear and tear and damages by the elements, or causes beyond Tenant's control excepted. Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.

20. HOLDING OVER. Should Tenant or any of its successors in interest hold over the Garden Parcel or any part thereof after the expiration of the term of this Lease, unless otherwise agreed to in writing, such holding over shall constitute and be construed as a tenancy from month to month.

21. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) If Tenant shall fail to comply with any term, condition, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or if such failure cannot reasonably be cured within said thirty (30) days, and Tenant shall not have commenced to cure such failure within thirty (30) days after written notice thereof to Tenant, or if such failure cannot reasonably be cured within said thirty (30) days and shall not thereafter with reasonable diligence in good faith proceed to cure such failure.
- (b) If Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make assignment for the benefit of creditors.
- (c) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
- (d) A fraud practiced upon one party hereto by the other party, in which case the aggrieved party may, at its option, terminate the Lease.

22. REMEDIES. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Garden Parcel to Landlord, and if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Garden Parcel and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, and Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Garden Parcel and expel or remove Tenant or any other person who may be occupying said premises or any part thereof, and relet the Garden Parcel and receive the rent therefore, and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting.
- (c) Enter upon the Garden Parcel and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenant's obligation under this Lease, and Tenant further agrees that Landlord shall not be liable for any damage resulting to Tenant from such action, unless caused by Landlord, by the negligence of Landlord.
- (d) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent

due to Landlord hereunder or any damages accruing to Landlord by reason of the violation of any of the terms, conditions, or covenants herein contained.

23. QUIET ENJOYMENT. Landlord warrants that it has full right and power to execute and perform this Lease and to grant the Garden Parcel and that Tenant, upon payment of the rent and performing the covenants herein contained, shall peacefully and quietly have, hold, and enjoy the same during the full term of this Lease and any extension or renewal hereof; provided however, that Tenant, after having a reasonable opportunity to perform its due diligence, accepts this Lease subject and subordinate to any recorded mortgage, deed of trust, or other lien presently existing upon the Garden Parcel. The Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest hereunder to any mortgage, deed of trust, or other lien hereafter placed on the Garden Parcel, and Tenant agrees upon demand to execute such further instruments, subordinating this Lease as Landlord may request, provided that such further subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants of this Lease.

24. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition, or covenant contained herein.

25. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing. Notice may be given by United States mail, delivery by a nationally recognized overnight commercial courier service or by personal delivery. Mailed notices shall be sent by United States certified or registered mail, postage prepaid and return receipt requested and shall be deemed to have been given upon receipt by the addressee or upon refusal by the addressee to accept delivery. Notice by nationally recognized overnight commercial courier service shall be deemed given upon receipt by the addressee or upon refusal by the addressee to accept delivery thereof. Notice by personal delivery shall be deemed given upon personal delivery. In each case notice shall be sent/delivered as follows:

<p>If to Landlord:</p> <p>Fargo Park District Attn: Executive Director 701 Main Avenue Fargo, ND 58103</p>	<p>If to Tenant:</p> <p>Lutheran Immigration and Refugee Services (LIRS) Attn: Eric Hegg 3310 Fiechtner Drive, Suite 100 Fargo, ND 58103</p> <p>Growing Together Community Gardens, LLC Attn: Jack Woods 42 Meadowlark Lane Fargo, ND 58102</p>
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26. RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be that of Landlord and Tenant and nothing contained herein shall be construed to change or modify that relationship so as to make Landlord and Tenant partners, joint venturers, or debtor and creditor.

27. PARTIES BOUND. This Lease shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of and be enforceable by their respective successors and assigns.

28. AMENDMENTS. This Lease may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

29. SEVERABILITY. If any clause or provision of this Lease, or the application thereof to any person or in any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such clause or provision to persons or in circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each clause and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto. Except as set forth herein, there are no promises, representations, or understandings between the parties of any kind or nature whatsoever.

31. CAPTIONS. Captions or headings of paragraphs in this Lease are inserted for convenience only and shall not be considered in construing the provisions hereof if any questions of intent should arise.

32. BINDING EFFECT. The terms, conditions, and covenants contained in this Lease shall apply to and inure to the benefit of, and be binding upon the parties hereto, their respective successors in interest or legal representatives except as otherwise expressly provided herein. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required or permitted to be delivered by Landlord or Tenant hereunder may, at Landlord's option, be performed by Landlord's agent or attorney.

33. COUNTERPARTS. This Lease may be executed in any one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement.

34. GOVERNING LAW, JURISDICTION AND VENUE. This lease shall be governed and construed in accordance with the laws of the State of North Dakota. Any action arising under or related to this Lease shall be venued in the District Court of Cass County, North Dakota and the parties hereby consent to the jurisdiction of said court.

[SIGNATURES FOLLOW]

**[Signature page to Lease Agreement between Fargo Park District and Lutheran
Immigration and Refugee Service (LIRS)]**

IN WITNESS WHEREOF, the parties hereto have executed this lease for and as of its Effective Date.

LANDLORD:

FARGO PARK DISTRICT

By: _____
Dawn Morgan
Its: President

By: _____
Dave Leker
Its: Clerk

**[Signature page to Lease Agreement between Fargo Park District and Lutheran
Immigration and Refugee Service (LIRS)]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease for and as of its Effective Date.

TENANT:

LUTHERAN IMMIGRATION AND REFUGEE SERVICE (LIRS)

By: _____
Eric Hegg
Its: Program Coordinator

GROWING TOGETHER COMMUNITY GARDENS, LLC

By: _____
Jack Woods
Its: President

EXHIBIT A

The proposed garden is .9 acres located in the northeast corner of Village West Park.



EXHIBIT B

INTRODUCTION

Project Title: Refugee Agricultural Partnership Program (RAPP)- Fargo ND

Agency: Lutheran Immigration and Refugee Service (LIRS)

Supporting Agencies: Growing Together Community Gardens, NDSU Extension

Address: 3310 Fiechtner Drive, Suite 100, Fargo ND 58103

Program Coordinator: Eric Hegg

Phone: 701-671-9894

Email: cheegg@lirs.org

PROGRAM SUMMARY

LIRS-ND requests permission to establish a new community garden at Village West Park in Fargo, North Dakota. Village West Park is ideal due to its proximity to neighborhoods with populations of recently resettled refugees as many garden participants live within walking distance (less than 1 mile). The Park has space with sun exposure, water access, shelter/bathroom facilities, ample parking, and easy access. Many refugees experience difficulty maintaining healthy and nutritious eating habits after resettlement in America. Refugees express a desire to grow their food and work towards self-sufficiency. However, refugees face numerous obstacles including, but not limited to:

- Limited access to land suitable for growing produce
- Limited knowledge of localized growing conditions
- Limited exposure to season-extending growing techniques
- Limited transportation options to growing spaces
- Limited experience preparing and preserving locally grown produce

The Refugee Agricultural Partnership Program will deliver classroom instruction on fruit and vegetable growing, soil health, pest management, harvesting techniques, food preservation methods, and more. The garden at Village West Park will serve as a hands-on learning lab for program participants. Participants will gain valuable experience growing fresh vegetables and small fruits. The garden will also serve as a gathering place for families in the area. Program participants will have priority for garden spots, and any remaining openings will be made available to the general public.

FUNDING

The Office of Refugee Resettlement (ORR) funds the program through a three-year grant award to LIRS-ND. This grant enables LIRS-ND to hire a full-time program coordinator. This coordinator will be responsible for the overall success of the Refugee Agricultural Partnership Program.

LIRS-ND extended a sub-contract award to Growing Together Community Gardens to provide seeds, supplies, tools, and other equipment.

The garden will not result in increased costs to Fargo Parks District.

GARDEN MANAGEMENT

The Village West Park Garden will belong to Growing Together Community Gardens.

LIRS-ND will staff a Program Coordinator for the RAPP. The RAPP program coordinator oversees the curriculum development and delivery. They will conduct outreach to recruit and retain participants. The RAPP coordinator is the primary point of contact for the Village West Garden and is responsible for the appearance and upkeep of the Village West Garden.

Growing Together Community Gardens (GTCG) supports the RAPP with ongoing guidance, mentoring, and expertise. The GTCG framework serves as the template for the Village West Garden. Furthermore, GTCG provides liability insurance coverage for GTCG gardens, including the Village West Garden. Fargo Parks supports the program by providing the growing space and the water source.

	LIRS-ND	Growing Together	Fargo Parks
Water Access			X
Shelter/Bathroom			X
Liability Insurance		X	
Water Container (IBC Tank)		X	
Raised Beds	X		
Seedlings, seeds, and supplies	X		
Tools and equipment	X		
Recruiting Participants	X		
Curriculum Development and Delivery	X		
Program Coordinator	X		
Garden Beautification- Mowing, weeding, etc.	X		

CONCLUSION

Community gardens deliver beauty and escape while producing food from unexpected places. A community garden at Village West Park will create a shared sense of purpose that empowers individuals, creates environmental awareness, and improves public health. Village West Park offers a strategic location that increases accessibility for participants of all abilities.



MEMORANDUM

DATE: March 24, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 2 – Review bids for the Island Park Pool replacement project

A second round of bids were opened and read aloud on Thursday, March 16th. These packages included the following:

- 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
- 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

We are currently holding the 1st round of bids that were opened on Thursday, February 9th. These bids included the following packages:

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

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

32A – Asphalt & Milling Overlay

32B – Concrete Paving

Please see following attached documents for your review:

- Fargo Park District Spreadsheet – Base Bid and Add/Alternate recommendations. We categorized the add/alternates with green, yellow, blue and red highlights.
 - Green - recommend approving with base bid
 - Yellow – recommend holding price and approve once we are done with pool basin foundations and less risk to contingency.
 - Blue – recommend holding price and approve once we are done with pool basin foundations and less risk to contingency.
 - Red – recommend not to accept.
- Island Park Bid Summary from Gast. This is similar to our spreadsheet with green, yellow, blue and red highlights.
- Island Park Pool Bid Tab - This is the large complete bid tab. This will be explained further in detail at the Facilities Committee Meeting.
- Base Bid Recommendation Letter from Gast – This is in letter form and is their recommendation for base bids and lowest qualified contractors.

Staff have met with the design and construction teams and have included the following recommendations on which add/alternates to accept.

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

Thank you.

Fargo Park District
Island Park Pool Project Add/Alternate Recommendations

Adds			Phase I Contingency		Phase II Contingency	
		Alternate Pricing	Base Project	Draw End of Summer 2023	Draw	
Roof Top Patio	Alt 1	\$ 162,660.25	\$ 162,660.25			
Upgrade Floor Coating	Alt 2A	\$ 59,766.69	\$ 59,766.69			
Wall Base	Alt 2B	\$ 16,373.13	\$ 16,373.13			
Slide Tower Cladding	Alt 3	\$ 55,250.00				
Climbing Wall	Alt 4	\$ 76,500.00				
Timing System/Scoreboard	Alt 6	\$ 88,187.50		\$ 88,187.50		
Site Irrigation	Alt 7	\$ 21,143.75				
Lazy River Vortex	Alt 8	\$ 31,875.00	\$ 31,875.00			
5m Diving Platform	Alt 9	\$ 80,325.00	\$ 80,325.00			
Starting Blocks	Alt 10	\$ 58,437.50		\$ 58,437.50		
Parking Lot Mill & Overlay	Alt 11	\$ 36,125.00			\$ 36,125.00	
Mini Split Heat Pump	Alt 12	\$ 8,453.25	\$ 8,453.25			
Deck Shade Structures	Alt 13	\$ 96,245.50		\$ 96,245.50		
Enlarged Pool Play Structures	Alt 14	\$ 171,062.50	\$ 171,062.50			
Arena Shell Restrooms/Storage Room	Alt 15	\$ 454,684.13	\$ 454,684.13			
Parkinglot Light Poles	Alt 16	\$ 21,688.81	\$ 21,688.81			
Expanded Planting Scope	Alt 18	\$ 27,513.44				
Artificial Turf Adds	Alt 19	\$ 89,621.88			\$ 89,621.88	
		\$ 1,555,913.33	\$ 1,006,888.76	\$ 242,870.50	\$ 125,746.88	

Deducts					
Aquify RM Filters	Alt 5	\$ (65,875.00)	\$ (65,875.00)		
Aluminum Sliding Entrance Doors	Alt 17	\$ (2,656.25)	\$ (2,656.25)		
Ballasted EPDM	Alt 20	\$ (71,623.13)	\$ (71,623.13)		
BB Series Light Fixtures	Alt 21	\$ (793.69)	\$ (793.69)		
		\$ (75,073.07)	\$ (75,073.07)	\$ -	

Alternates Taken		\$ 1,555,913.33	\$ 1,006,888.76	\$ 242,870.50	\$ 125,746.88
Deducts Taken		\$ (75,073.07)	\$ (75,073.07)		
Bid Construction Cost		\$ 14,656,449.00	\$ 14,656,449.00		
4.25% CM Fee		\$ 609,724.08	\$ 609,724.08		
2% Phase I OwnerContingency		\$ 293,128.98	\$ 293,128.98	\$ (293,128.98)	
2% Phase II Owner Contingency			\$ 293,128.98		\$ (293,128.98)
Construction Subtotal		\$ 17,040,142.32	\$ 16,784,246.73		
A/E Fee		\$ 840,000.00	\$ 840,000.00		
Misc. Owner Cost Allowance		\$ 30,000.00	\$ 30,000.00		
FFE Allowance		\$ 186,000.00	\$ 186,000.00		

Total All In Cost		\$ 18,096,142.32	\$ 17,840,246.73	\$ 17,789,988.25	\$ 17,622,606.15
				Target	\$ 17,900,000.00
					\$ (277,393.85)

Island Park Bid Summary 3/16/2023



Bid Package		Qualified Low Bid	Alt. 1 Arena Roof Top	Alt. 2A Floor Coating	Alt. 2B Integral Wall Base	Alt. 3 Slide Tower Cladding	Alt. 4 Climbing Wall
General Conditions		\$ 310,000.00					
Bid Package 3A - Concrete		\$ 512,605.00					
Bid Package 4 - Masonry		\$ 315,500.00					
Bid Package 5B - Metal Fabrication		\$ 31,660.00	\$ 20,440.00				
Bid Package 6A - General Work & Labor		\$ 582,339.00	\$ 12,682.00				
Bid Package 7A - EPDM Roofing & Sheet Metal		\$ 234,530.00	\$ 119,970.00				
Bid Package 7B - Metal Roof & Wall Panel		\$ 109,150.00					
Bid Package 7C - Caulking and Sealants		\$ 49,400.00			\$ 2,300.00		
Bid Package 8B - Aluminum Openings/Glazing		\$ 39,590.00					
Bid Package 8C - Overhead Doors		\$ 16,972.00					
Bid Package 9B - Gypsum Board Assemblies		\$ 13,000.00					
Bid Package 9D - Painting & Coatings		\$ 125,000.00	\$ -	\$ (21,500.00)			
Bid Package 9E - Epoxy Concrete Flooring (Inc. in 9D)		\$ -		\$ 77,751.00	\$ 13,110.00		
Bid Package 13 - Pool Construction		\$ 8,892,000.00				\$ 52,000.00	\$ 72,000.00
Bid Package 21 - Fire Suppression		\$ 16,361.00					
Bid Package 22/23 - HVAC/Plumbing		\$ 753,604.00					
Bid Package 26 - Electrical Systems		\$ 546,028.00					
Bid Package 31 - Earthwork/ Site Demo		\$ 1,493,685.00					
Bid Package 32A - Asphalt and Milling Overlay		\$ 103,000.00					
Bid Package 32B - Concrete Paving		\$ 319,090.00					
Bid Package 32C - Site Fencing		\$ 97,785.00					
Bid Package 32E - Landscaping		\$ 64,150.00					
Bid Package 32E - Artificial Turf		\$ 31,000.00					
Bid Package 33 - Site Utilities (Included in 31)		\$ -					
NOTE General Conditions are NOT included in CM Fee.	Subtotal	\$ 14,656,449.00	\$ 153,092.00	\$ 56,251.00	\$ 15,410.00	\$ 52,000.00	\$ 72,000.00
	4.25% CM Fee	\$ 609,724.08	\$ 6,506.41	\$ 2,390.67	\$ 654.93	\$ 2,210.00	\$ 3,060.00
	2% Contingency	\$ 293,128.98	\$ 3,061.84	\$ 1,125.02	\$ 308.20	\$ 1,040.00	\$ 1,440.00
	Construction Subtotal	\$ 15,559,302.06	\$ 162,660.25	\$ 59,766.69	\$ 16,373.13	\$ 55,250.00	\$ 76,500.00
	A/E Fee	\$ 840,000.00					
	Misc. Owner Cost Allowance	\$ 30,000.00					
	FFE Allowance	\$ 186,000.00					
	Total Project Cost	\$ 16,615,302.06					

Alt. 5 Aquify RM Filters	Alt. 6 Timing System - Scoreboard	Alt. 7 Site Irrigation	Alt. 8 Lazy River Vortex	Alt. 9 5M Diving Platform	Alt. 10 Starting Blocks	Alt. 11 Parking lot mill & overlay	Alt. 12 Mini Split Heat Pump
\$ (62,000.00)	\$ 83,000.00		\$ 30,000.00	\$ 75,600.00	\$ 55,000.00		
							\$ 7,956.00
							\$ -
						\$ 34,000.00	
		\$ 19,900.00					
\$ (62,000.00)	\$ 83,000.00	\$ 19,900.00	\$ 30,000.00	\$ 75,600.00	\$ 55,000.00	\$ 34,000.00	\$ 7,956.00
\$ (2,635.00)	\$ 3,527.50	\$ 845.75	\$ 1,275.00	\$ 3,213.00	\$ 2,337.50	\$ 1,445.00	\$ 338.13
\$ (1,240.00)	\$ 1,660.00	\$ 398.00	\$ 600.00	\$ 1,512.00	\$ 1,100.00	\$ 680.00	\$ 159.12
\$ (65,875.00)	\$ 88,187.50	\$ 21,143.75	\$ 31,875.00	\$ 80,325.00	\$ 58,437.50	\$ 36,125.00	\$ 8,453.25

Alt. 13 Deck shade structures	Alt. 14 Enlarged rec. pool play structure	Alt. 15 Arena shell restrooms - storage room	Alt. 16 Parking Lot Light Poles	Alt. 17 Aluminum Sliding Entrance	Alt. 18 Expanded Planting Scope
		\$ 62,200.00			
		\$ 68,550.00			
\$ 90,584.00		\$ 93,354.00			
		\$ 49,940.00			
		\$ -			
		\$ 1,250.00			
				\$ (2,500.00)	
		\$ 35,000.00			
		\$ 34,425.00			
	\$ 161,000.00				
		\$ 66,193.00			
		\$ 17,026.00	\$ 20,413.00		
					\$ 25,895.00
\$ 90,584.00	\$ 161,000.00	\$ 427,938.00	\$ 20,413.00	\$ (2,500.00)	\$ 25,895.00
\$ 3,849.82	\$ 6,842.50	\$ 18,187.37	\$ 867.55	\$ (106.25)	\$ 1,100.54
\$ 1,811.68	\$ 3,220.00	\$ 8,558.76	\$ 408.26	\$ (50.00)	\$ 517.90
\$ 96,245.50	\$ 171,062.50	\$ 454,684.13	\$ 21,688.81	\$ (2,656.25)	\$ 27,513.44

Alt. 19 Artificial Turf Adds	Alt. 20 Ballasted EPDM	Alt 21 BB Series Light Fixture
	\$ (67,410.00)	
		\$ (747.00)
\$ 8,000.00		
\$ 8,350.00		
\$ 68,000.00		
\$ 84,350.00	\$ (67,410.00)	\$ (747.00)
\$ 3,584.88	\$ (2,864.93)	\$ (31.75)
\$ 1,687.00	\$ (1,348.20)	\$ (14.94)
\$ 89,621.88	\$ (71,623.13)	\$ (793.69)

Island Park Bid Tabs																								
Date: 3/16/2023																								
	Add's	Base Bid	Alternate 1	Alternate 2A	Alternate 2B	Alternate 3	Alternate 4	Alternate 5	Alternate 6	Alternate 7	Alternate 8	Alternate 9	Alternate 10	Alternate 11	Alternate 12	Alternate 13	Alternate 14	Alternate 15	Alternate 17	Alternate 19	Alternate 20	Alternate 21		
BID PACKAGES TO BE CONSIDERED 2/9/2023 BIDDING																								
3A Concrete																								
Quality Concrete		\$ 531,050.00																						
All Finish Concrete		\$ 512,605.00																						
4 Masonry																								
Huesman Schreiber Masonry, LLC.		\$ 315,500.00																\$ 62,200.00						
5B Metal Fabrications (Supply Only)																								
Mid America Steel		\$ 58,050.00	\$ 122,550.00															\$ -						
Integrity Steel		\$ 33,312.10	\$ 46,171.25															\$ 65,855.58						
Red River Fabricating, Inc.		\$ 31,660.00	\$ 20,440.00															\$ 68,550.00						
6A General Work And Labor																								
East Construction Co., Inc.		\$ 582,339.00	\$ 12,682.00													\$ 90,584.00		\$ 93,354.00						
Meinecke-Johnson Company		\$ 668,000.00	\$ 8,900.00													\$ 94,600.00		\$ 91,800.00						
21 Fire Sprinkler																								
Nova Fire Protection		\$ 16,361.00																						
22/23 Plumbing HVAC																								
Peterson Mechanical, Inc.		\$ 793,000.00												\$ 8,300.00				\$ 78,900.00						
BDT Mechanical		\$ 753,604.00												\$ 7,956.00				\$ 66,193.00						
Robert Gibb, Inc.		\$ 1,155,000.00												\$ 7,500.00				\$ 65,000.00						
32A Asphalt & Milling Overlay																								
Border States		\$ 205,995.10											\$ -											
FM Asphalt		\$ 103,000.00											\$ 34,000.00											
Northern Improvement		\$ 147,800.00											\$ 35,300.00											
32B Concrete Paving																								
Quality Concrete		\$ 319,090.00																						
All Finish		\$ 538,445.00																						
Opp Construction		\$ 798,000.00																						
BID PACKAGES REBIDDING 3/16/2023																								
7A EPDM Roofing and Sheet Metal	Add's	Base Bid	Alternate 1	Alternate 2A	Alternate 2B	Alternate 3	Alternate 4	Alternate 5	Alternate 6	Alternate 7	Alternate 8	Alternate 9	Alternate 10	Alternate 11	Alternate 12	Alternate 13	Alternate 14	Alternate 15	Alternate 16	Alternate 17	Alternate 18	Alternate 19	Alternate 20	Alternate 21
A&R		\$ 234,530.00	\$ 119,970.00															\$ 49,940.00					\$ (67,410.00)	
Herzog		\$ 266,900.00	\$ 112,000.00															\$ 98,000.00					\$ (51,000.00)	
MJ Dalsin		\$ 205,455.00	\$ -															\$ 47,545.00					\$ (69,807.00)	
The Roofing Company		\$ 198,000.00	\$ 76,000.00																				\$ (29,000.00)	
Pierce Lee Roofing		\$ 289,141.00	\$ 88,429.18															\$ 64,518.00					\$ (77,889.00)	
7B Metal Roof and Wall Panel																								
Minnkota		\$ 133,737.00																\$ 59,990.00						
Herzog		\$ 172,000.00																						
Lemke		\$ 109,150.00																\$ -						
7C Caulking & Sealants																								
Ellenson Caulking		\$ 49,400.00			\$ 2,300.00													\$ 1,250.00						
8B Aluminum Openings and Glazing																								
Northland Glass and Glazing LLC.		\$ 47,900.00																		\$ (2,100.00)				
Red River Glazing, Inc.		\$ 39,590.00																		\$ (2,500.00)				
Rusco		\$ 53,880.00																		\$ (3,120.00)				
8C Overhead Doors																								
Advanced Garage Door		\$ 16,972.00																						
Twin City Garage Door		\$ 24,600.00																						
9B Gypsum Board Assemblies																								
Fergus Drywall		\$ 35,740.00																						
Miller & Sons Drywall		\$ 13,000.00																						
G&M Lathing		\$ 26,430.00																						
9D Paintings & Coatings																								
Trail Painting		\$ 125,000.00		\$ (21,500.00)														\$ 35,000.00						
Morris		\$ 141,435.00	\$ 5,775.00															\$ 16,845.00						
9E Epoxy Concrete Flooring																								
Quality Coatings & Tile		\$ 34,100.00		\$ 25,700.00	\$ 24,650.00																			
All Finish		\$ 23,723.00		\$ 54,028.00	\$ 13,110.00													\$ 34,425.00						
Trail Painting Included in 9D																								
13 Pool Construction																								
Associated		\$ 8,892,000.00				\$ 52,000.00	\$ 72,000.00	\$ (62,000.00)	\$ 83,000.00		\$ 30,000.00	\$ 75,600.00	\$ 55,000.00				\$ 161,000.00							
Global Specialties		\$ 8,927,700.00				\$ 62,700.00	\$ 66,000.00	\$ (100,000.00)	\$ 81,000.00		\$ 41,000.00	\$ 138,000.00	\$ 57,000.00				\$ 155,000.00							
26 Electrical																								
Grotberg Electric, Inc.		\$ 580,000.00									\$ (2,500.00)				\$ 820.00			\$ 24,150.00	\$ 21,600.00					\$ (3,700.00)
Magnum Electric		\$ 833,940.00													\$ 750.00			\$ 25,400.00	\$ 26,170.00					\$ (3,400.00)
Vinco Inc.		\$ 546,028.00													\$ -			\$ 17,026.00	\$ 20,413.00					\$ (747.00)
31 Earthwork/ Sitework Demolition																								
KPH, Inc. (Comb. 31 - 33)		No Bid Included																						
Earthwork Services, Inc. (Comb.31-33)		\$ 1,493,685.00																			\$ 8,000.00			
32C Site Fencing																								
Dakota Fence		\$ 97,785.00																						
Newman Quality Fences		\$ 151,200.00																						
American Gate & Security Co.		\$ 98,300.00																						
Precision Fence		\$ 113,476.00																						
32E Landscaping																								
Pro Landscapers, LLC.		\$ 73,915.00								\$ 25,450.00										\$ 22,780.00	\$ 1,500.00			
Green Earth Landscaping		\$ 68,700.00								\$ 24,600.00										\$ 57,900.00				
S&S Landscaping		\$ 64,150.00								\$ 19,900.00										\$ 25,895.00	\$ 8,350.00			
Hoffman & McNamara Co.		\$ 129,840.00								\$ -										\$ 39,193.00	\$ 10,554.00			
32F Artificial Turf																								
ForeverLawn Minnesota, Inc.		\$ 31,000.00																			\$ 68,000.00			



March 23rd, 2023

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

Re: Bid Review Fargo Park District Island Park Pool

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 - Base Bid \$512,605.00
No Alternates

4 Masonry – Huesman Schreiber Masonry, LLC – Base Bid \$315,500.00
Alternate 15 Arena Shell Restroom & Storage \$62,200.00

5B Metal Fabrications – Red River Fabrication, Inc. – Base Bid \$31,660.00
Alternate 1 Arena Roof Top Patio \$20,440.00
Alternate 15 Arena Shell Restroom & Storage \$68,550.00

6A General Work and Labor – Gast Construction Co, Inc. – Base Bid \$582,339.00
Alternate 1 Arena Roof Top Patio \$12,682.00
Alternate 15 Arena Shell Restroom & Storage \$93,354.00

7A EPDM Roofing – A&R Roofing Co., Inc. – Base Bid \$234,530.00
Alternate 1 Arena Roof Top Patio \$119,970.00
Alternate 15 Arena Shell Restroom & Storage \$49,940.00
Alternate 20 Ballasted Roof System vs. EPDM *Deduct* (\$67,410.00)

7B Metal Wall Panel – Lemke Home Improvements, Inc. – Base Bid \$109,150.00
No Alternates

7C Caulking & Sealants – Ellenson Caulking, L.L.C. – Base Bid \$49,400.00
Alternate 2B Integral Wall Base \$2,300.00
Alternate 15 Arena Shell Restroom & Storage \$1,250.00



8B Aluminum Openings & Glazing – Red River Glazing, Inc. – Base Bid \$39,590.00
Alternate 17 Automatic Sliding Main Entrance Doors *Deduct* (\$2,500.00)

8C Overhead Doors – Advanced Garage Door, Inc. – Base Bid \$16,972.00
No Alternates

9B Gypsum Board Assemblies – Miller & Sons Drywall, Inc. – Base Bid \$13,000.00
No Alternates

9D Painting & Coatings – Trail Painting Company, LLC – Base Bid \$125,000.00
Alternate 2A Epoxy Quartz Floor Upgrade *Deduct* (\$21,500.00)
Alternate 15 Arena Shell Restroom & Storage \$35,000.00

9E Epoxy Concrete Flooring – All Finish Concrete – Base Bid N/A
Alternate 2A Epoxy Quartz Floor Upgrade \$77,751.00
Alternate 2B Integral Wall Base \$13,110.00
Alternate 15 Arena Shell Restroom & Storage \$34,425.00

13 Pool Construction – Associated Pool Builders, Inc. – Base Bid \$8,892,000.00
Alternate 5 Alternate Pool Filter Aquify RM Filters *Deduct* (\$62,000.00)
Alternate 8 Lazy River Vortex \$30,000.00
Alternate 9 5M Diving Platform \$75,600.00
Alternate 14 Enlarged Rec. Pool Structure \$161,000.00

21 Fire Sprinkler – Nova Fire Protection, Inc. – Base Bid \$16,361.00
No Alternates

22/23 Plumbing/ HVAC – BDT Mechanical, LLC – Base Bid \$753,604.00
Alternate 12 Mini Split HVAC unit at Life Guard \$7,956.00
Alternate 15 Arena Shell Restroom & Storage \$66,193.00

26 Electrical – Vinco, Inc. – Base Bid \$546,028.00
Alternate 15 Arena Shell Restroom & Storage \$17,026.00
Alternate 16 New Parking Lot Light Poles \$20,413.00
Alternate 21 Exterior Light Fixture to BB Series *Deduct* (\$747.00)

31 Earthwork & Site Work Demolition

33 Utilities – Earthwork Services, Inc. – Combined Tied Base Bid \$1,493,685.00
No Alternates

32A Asphalt & Milling Overlay – FM Asphalt LLC – Base Bid \$103,000.00
No Alternates



32B Concrete Paving – Quality Concrete Inc. – Base Bid \$319,090.00
No Alternates

32C Site Fencing – Dakota Fence Company – Base Bid \$97,785.00
No Alternates

32D Landscape – S&S Landscaping Co. Inc. – Base Bid \$64,150.00
No Alternates

32E Artificial Turf – ForeverLawn Minnesota, Inc – Base Bid \$31,000.00
No Alternates

Regards,

A handwritten signature in black ink, appearing to be 'Jordan Vadnais', written over a large, light gray, stylized 'X' or 'Z' shape.

Jordan Vadnais
Project Manager



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 3 – Review Amendment No. 3 to Development Agreement with Sanford

We are currently working with Sanford on the 3rd Amendment to the Development Agreement. This amendment addresses items related to Phase 2 of the Fargo Parks Sports Complex.

- Extends responsibilities for architectural services and construction administration (CA) through Phase 2 certificate of occupancy (CO).
- Defines how the initial \$7,000,000.00 will be due at the completion of Phase 2 (CO) and how the remaining \$8,000,000.00 will be paid out annually.
- Clarifies that any change orders requested by Sanford above and beyond the original gross maximum price (GMP) shall be paid by Sanford.
- Clarifies the nature of the naming rights conferred by the Park District. It states the naming rights are given in recognition of the gifts from Sanford.

Please see attached draft copy of the 3rd Amendment to the Sanford Development Agreement for review.

If you should have any questions related to this item prior to the Facilities Committee Meeting, please feel free to contact me.

Thank you.

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “**Third Amendment**”) is made and entered into effective _____, 2023, by and between **SANFORD NORTH**, a North Dakota nonprofit corporation (“**Sanford**”), and **PARK DISTRICT OF THE CITY OF FARGO**, a North Dakota park district (“**Park District**”). The Park District and Sanford may individually be referred to as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

- A. The Parties have previously entered into a Development Agreement and Amendments to Development Agreement for the construction of a first-class community recreation facility (collectively the “Agreement”);
- B. The Park District has authorized and is engaging in a second phase of construction for the Project (“**Phase 2**”). The Parties desire to extend Sanford’s operational and financial responsibilities for architectural services and construction administration through the Phase 2, and to recognize the amount expended by Sanford to date as part of the Sanford Contribution;
- C. The Parties additionally wish to clarify the nature of the naming rights conferred by the Park District;
- D. Accordingly, the Parties mutually agree to amend the agreement as provided in this Third Amendment.

AMENDMENTS

1. **Amendment to Section III(3)**. Section III(3) is amended, superseded, and replaced in its entirety by the following:

Building Design As of the date of this Third Amendment, and attached hereto to as Exhibit “C”, is the current floor plan illustration for the building design that has been developed by the Park District and Sanford, including both phases of construction. The parties agree that this floor plan may be later updated, as the parties may mutually agree. As part of Sanford’s contribution to the Project as described in Section IV(2)(a) (the “**Sanford Contribution**”), Sanford has hired the architect to develop and finalize plans and specifications for the building and other Building Site improvements, and agrees to pay for the architect’s services for construction administration throughout construction for both phases of the Project.

2. **Amendment to Section III(5)**. Section III(5) is amended, superseded, and replaced in its entirety by the following:

Consultants. The Park District will retain professional consultants where it deems such

assistance is necessary or appropriate for accomplishing the intention of the Parties. Sanford shall have the right to retain its own professional consultants where it deems necessary. The Park District shall contract with either professional consultants, engineers, and/or construction firms and all such fees shall be a cost of construction, as later herein defined, and paid as part of the Park District Contribution in accordance with the provisions of Section IV(2)(b) below. At all times, the Park District agrees to consult in good faith with any professional consultant hired by Sanford, to include any engineers or others providing similar assistance. The cost of making the applications to appropriate governmental authorities for permits and approvals necessary for the construction of the building on the Building Site and related improvements shall be a cost of construction.

3. **Amendment to Section III(6).** Section III(6) is amended, superseded, and replaced in its entirety by the following:

Construction Administration. Sanford's obligations under Section III(3) shall encompass the phases of schematic design, design development, and construction documents through Phase 2. Following the creation of the construction documents, all plans, schematics, designs, and the like for the Building Site and the included building will be assigned to the Park District. The Park District shall assume ownership of this work product, and all of Sanford's rights and obligations (except its obligation to pay for the phases above described, including Sanford's obligation to pay for the architect's services for construction administration through the construction of both phases of the Project) under Sanford's contract with the architect, as construction proceeds into the bidding and construction administration phases. The Park District shall then be responsible for the bidding process and the awarding of contracts to successful bidders for the construction of the building and other improvements to the Building Site, including the Sanford Space, the other Project Land improvements, such financial obligation being a part of the Park District Contribution.

Because Sanford holds the contract directly with the architect and is paying for the services contained in the same, the architect will report to Sanford in accordance with the contract's terms. However, Sanford agrees to designate the Park District as its agent for purposes of directing the architect throughout all aspects of the construction phase of the Project. Notwithstanding, the Park District agrees that it will not make any alterations to the project design, without Sanford's reasonable consent, which would (i) cause architectural fees to be incurred which exceed the initial sum due under Section IV(2)(a)(i), (ii) alter the Sanford Space in any way, or (iii) materially alter the scope of the Project beyond that agreed to in Section III(3) and Exhibit C. "Material changes" to the design are those that would substantially impact the athletic programming and events envisioned the Building, such as through the addition or removal of basketball/volleyball courts, a reduction in size of the turf field, etc.

4. **Amendment to Section IV(2)(a).** Section IV(2)(a) is amended, superseded, and replaced in its entirety by the following:

a. **Sanford Contribution.** Sanford will contribute to the Park District a total of \$15,000,000, which may include funds or in-kind contributions contributed by third-parties through Sanford to support the construction and development of the Building Site and Project Land, which contribution will be comprised of cash and/or agreed upon in-kind contributions. This obligation shall be broken down with greater specificity as follows:

- i. \$7,000,000.00 payable at the completion of construction of the Building Site, which shall be defined as the date the certificate of occupancy is issued following Phase 2 construction (“**Date of Completion**”), LESS the expenses incurred by Sanford in connection with the design development of the Building Site, including architect services for construction administration through construction of both phases of the Project as specified in Section III(3), which are to be regarded as an in-kind contribution made by Sanford to the Park District for the project.

As of the date of this Third Amendment, the parties recognize and agree the amount Sanford has expended thus far under Section III(3) is \$3,122,380.00. In the event total design costs exceed \$7,000,000, this initial obligation would be extinguished, and the excess above \$7,000,000 would be deducted from the installment payments specified in subsections (ii) as applicable.

- ii. \$8,000,000, to be paid in eight annual installments of \$1,000,000 on the anniversary of the Date of Completion, subject to the parties meeting annually to review Building Site operations, and each party’s obligations under this Agreement and all other agreements encompassed by and contemplated in this Agreement.
- iii. The parties agree the current design and bid for construction of the Sanford Space as of the Effective Date of this Amendment is incorporated into the overall cost of construction of the Building, at no further cost to Sanford. Any additional Sanford directed change orders to the design and construction of the Sanford Space shall be paid by Sanford above and beyond the contributions contemplated by this Section, including recently submitted and approved change orders for \$135,000.00.

5. **Amendment to Section IV(3).** Section IV(3) is amended, superseded, and replaced in its entirety by the following:

Operating Costs. Sanford agrees to contribute an additional \$2,000,000, to be paid in ten annual installments of \$200,000 each, to the Park District to assist with the costs of operating and maintaining the Building Site and/or any improvements on the adjacent Project Land, as the Park District sees fit to allocate. This contribution shall be separate

and apart from the Sanford Contribution specified in Section (IV)(2)(a), and any rent due from Sanford under the lease between the Parties. The first installment shall be due on the Date of Completion.

6. **Article VI.** Article VI is superseded and replaced in its entirety by the following:

VI. SIGNAGE

1. **Signage.** In recognition of the Sanford Contribution, the Park District has elected to and shall name the Building Site and that portion of the Project Land not included in the Building Site, the “Sanford Sports Complex”. This recognition shall be reflected as such on all freestanding marquee signs, advertisements, and all other physical and digital marketing and materials. Similarly, the Park District may affix and include similar signage identifying its ownership and/or contributions to the Project. The Park District may elect to similarly recognize other donors to the Project, with associated signage, in and on the building (i.e. xxx Recreation Center) or subsidiary portions of the building (i.e., the turf, courts, etc.), in a manner that does not compromise the Park District’s recognition of Sanford as provided in this Article. Any such recognition must be approved by both the Park and Sanford, which approvals shall not be unreasonably withheld. Sanford may designate the Sanford Space, or subsidiary portions of the Sanford Space, with a distinct name(s), subject to the approval of the Park District, which will not be unreasonably withheld.
2. **Exterior Signage.** Subject to the approval of all applicable governmental entities, and applicable covenants, conditions, and restrictions, Sanford shall be permitted to place and maintain signage of design and placement acceptable to Sanford, on the exterior fascia of the building. Sanford shall be entitled to signage on all sides of the building facing driveways or streets offering ingress and egress to the building, and on the side of the building facing Interstate 29.
3. **Interior Signage.** Sanford shall have exclusive control over all signage in the Sanford Space. Sanford shall also be entitled to additional signage in other areas of the building. The Parties shall collaborate as to the placement, prominence, and design of such additional signage, but at minimum Sanford shall be entitled to signage in all portions of the building used for athletic, training, or recreation activity, of equal or greater prominence to any other sponsor, except a sponsor that may be designated as the title or naming rights sponsor for that particular portion of the building.
4. **Signage Costs.** The costs of all Sanford signage under Sections VI(2) and VI(3), as well as any freestanding marquee signs for the Sanford Sports Complex, shall be included in the Sanford Contribution. Additional signage, and signage denoting Sanford POWER or otherwise being displayed in the Sanford Space, shall be Sanford’s responsibility apart from the Sanford Contribution. All other signage in and on the Building, and on the remaining Project Land, shall be the Park District’s responsibility, understanding that the Park District may arrange for such payment by third-parties.

5. Additional Signage. The Park District shall have the discretion to negotiate agreements for additional signage in the building and the additional Project Land. Design and placement of additional signage shall not interfere with Sanford signage on or in the building or on the Project Land, and shall be subject to Sanford's approval, which shall not be unreasonably withheld. The Park District agrees that under no circumstances will any signage be permitted in the building, on the Building Site, or anywhere on the Project Land, which advertises, promotes, or otherwise identifies any provider of health care, therapy, fitness, or wellness services, other than Sanford.
7. Exhibits "C" and "D". Exhibit "C" is superseded and replaced in their entirety by the attached Exhibit "C".
8. The Recitals shall be given full force in any interpretation of this Amendment. Except as modified by this Third Amendment to the Development Agreement, the terms and conditions of the Agreement remain in full force and effect.

PARK DISTRICT OF THE CITY OF FARGO

By: _____
Its: President

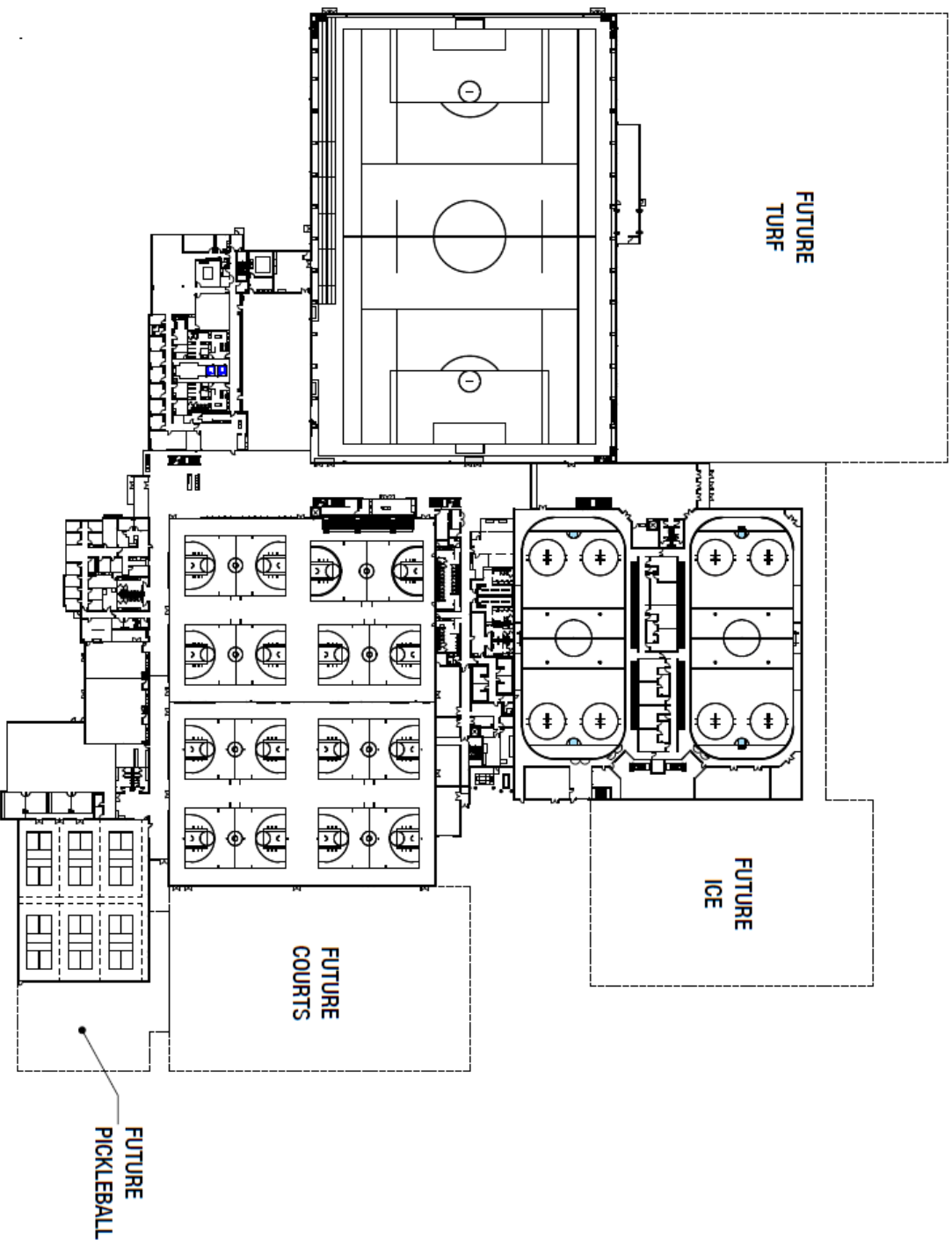
By: _____
Its: Clerk

SANFORD NORTH

By: _____
Its: _____

EXHIBIT C
Building Design

DRAFT



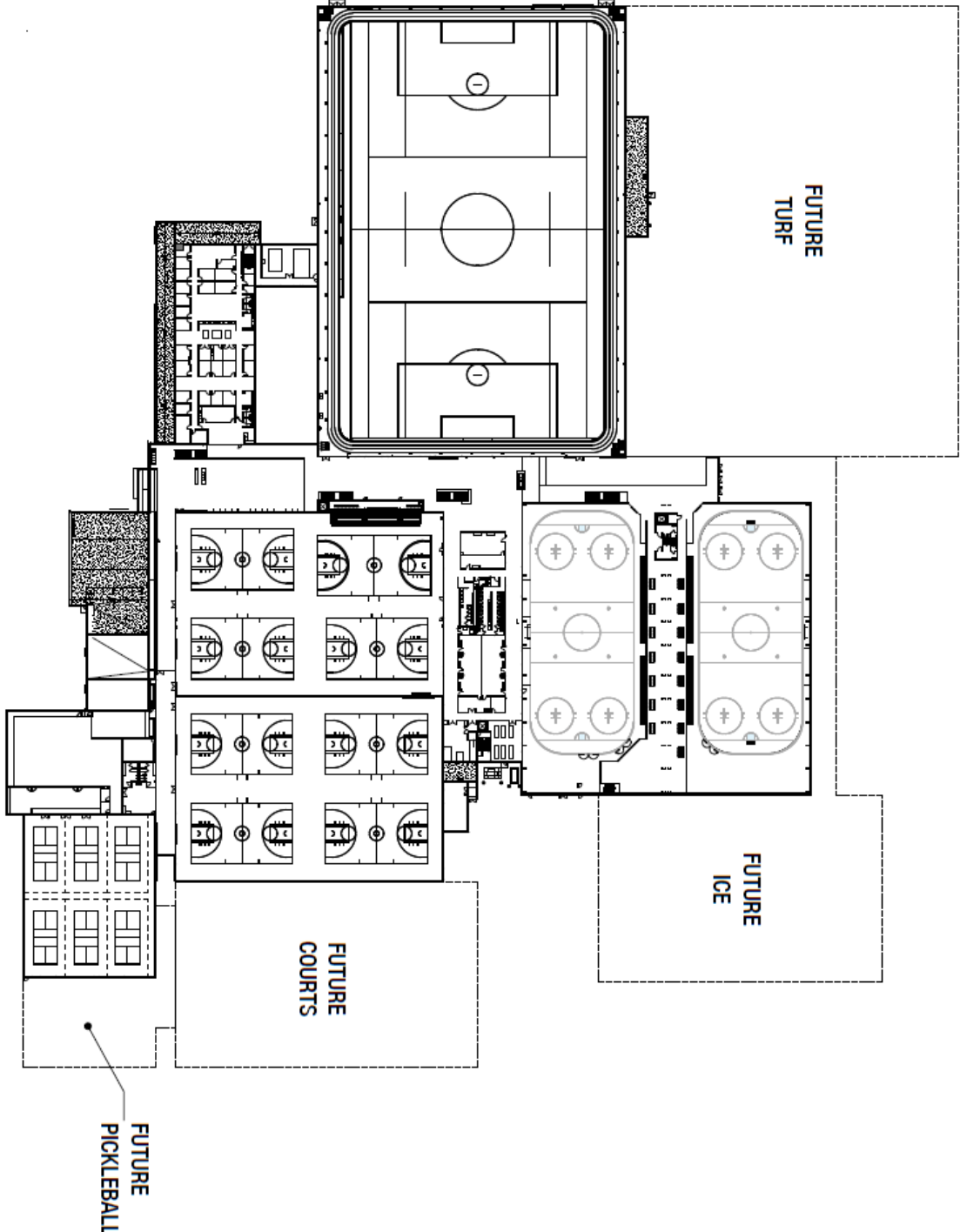
FARGO PARKS SPORTS COMPLEX

OVERALL FIRST FLOOR PLAN

NOVEMBER 07, 2022 | JLG 16182.03 | © 2022 JLG ARCHITECTS



FARGO PARKS SPORTS COMPLEX
OVERALL MEZZANINE PLAN
NOVEMBER 07, 2022 | JLG 16182.03 | © 2022 JLG ARCHITECTS





MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 4 (a) Review bids for Self-Propelled Ice Resurfacer

Self-Propelled Ice Resurfacer bids were received and opened Tuesday, March 14, 2023, at 1:00pm, at the Park District Office. Attached to this memo is the bid tab.

Bids were received from Bill Hill Services and Zamboni Company. Staff recommends accepting the bid from Zamboni Company, Model 526, in the amount of \$101,479.95. Big Hill Services spec'd an Olympia Millennium H, in the amount of \$98,437. The bid from Zamboni is \$3,042.95 higher, but Big Hill Services' bid does not meet our specifications for these reasons:

- We specified a change indicator, and they spec'd a hydro fluid indicator. Without this slight glass indicator, our mechanics are unable to see if we should be changing hydro oil before service interval recommendations. It indicates a restriction in the system, which would indicate a failing component in the system and would draw attention to doing further testing of the unit for repairs.
- We specified no offset, and they have a conditioner offset. Having a 6" offset raises concern as the conditioner could be more prone to damage as our staff is entering and exiting the rink. We have had issues with staff in the past hitting the conditioner and doors. This extra offset would further promote the cause of damage.
- Another consideration is our current fleet of ice resurfacers are Zamboni. We currently stock high wear items (bearings, chains, pumps, etc.) in our parts inventory for these units. Choosing the Model 526 from Zamboni will keep the cost down not having to stock different parts for one unit.

We had a total budget amount of \$93,275. The additional \$8,204.95 is accounted for under our total equipment budget for 2023.

We are asking the Committee to review the bids and move the consideration for approval to the full board.

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

Fargo Park District
Self-Propelled Ice Resurfacer
 Bid Opening: 1:00 pm, Tuesday, March 14, 2023

	Self-Propelled Ice Resurfacer	Est. Delivery Date		Alternate Item Advanced Water System	Alternate Item Backup Alarm	Alternate Item Stainless Steel Water Distribution Pipe	Alternate Item Wash Water System with HD Poly Tank, 82 US/tot. water cap 282 USG	Alternate Item Snow Tank Light	Alternate Item Vertical Mount for Propane Tank	Alternate Item Electronic Water Level Sight Gauge
Bidder										
Big Hill Services, Ltd.	Olympia Millenium H \$98,437	6-8 months		Not Available	\$380.00	\$310.00	Included in Price 264 USG	Standard	Standard	Not Available
Zamboni Company	Zamboni \$101,479.95	300 days or sooner		\$5,495.00	\$647.00	Standard	Wash Tank & System Standard Poly Insert Included in Base Price	\$595.00	Standard	\$705.00



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 4 (b) - Review bids for 2023 Tractor with Cab and Front Wheel Assist

At the January 10th Park Board meeting we received approval of bids for the bulk of the Parks Department Equipment for the 2023 year. We did however reject bids for a tractor and a 4-wheel Utility Work Machine due to pricing coming in higher than we wanted. It was noted at the time staff would investigate alternatives to these high prices while still trying to meet our equipment needs.

The solution staff came up with was to purchase a larger tractor than initially asked for and utilize it for all the functions the two items we rejected previously were to do. By increasing the overall size of the tractor from what we previously had asked for we can accomplish and meet all our needs with one larger piece of equipment instead of two.

We had a total budgeted amount of \$1,095,000 for the Parks Department Equipment purchases for 2023. We have accepted previous bids for equipment totaling \$984,086 which leaves us a budget remaining of \$110,914.

We received and opened bids on Tuesday, March 14, 2023, at 1:30pm, at the Park District Office. Attached to this memo is the bid tab.

Bids were received from Titan Machinery, Acme Tools and RDO Equipment Co. Staff recommends accepting the bid from RDO Equipment Co., for the John Deere 5075E with Creeper in the amount of \$54,375 and the alternate 3-Point PTO System in the amount of \$14,975 for a total bid price of \$69,350. This tractor meets all specifications and was the lowest bid.

We are asking the Committee to review the bids and move for consideration for approval to the full board.

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

Fargo Park District
2023 Tractor with Cab and Front Wheel Assist

Bid Opening: 1:30 pm, Tuesday, March 14, 2023

	2023 Tractor with Cab and Front Wheel Assist	Est. Delivery Date for tractor and alternate	Alternate Item Front 3-point PTO System
Bidder			
RDO Equipment Co.	JD 5075E 9F/3R with Creeper \$54,375	? None	Zuidberg Front Hitch & PTO 3900 lb. 540 cw \$14,975
RDO Equipment Co.	JD 5075E 12F/12R \$58,125	? None	Zuidberg Front Hitch & PTO 3900 lb. 540 cw \$14,975
RDO Equipment Co.	JD 5075M 32F/16R \$69,250	? None	Zuidberg Front Hitch & PTO 6200 lb. 540 cw \$16,800
Acme Tools	Kubota M7060 HDC12 \$58,125	Sept/Oct 2023	Zuidberg 1410067 & 1003581 \$14,815
Acme Tools	Kubota M4-071 HDC12 \$60,115	60-90 days	Zuidberg 1410242 & 1004085 \$14,390
Titan Machinery	New Holland Powerstar 75 \$57,200	Unit In Stock 1.12.23	Zuidberg \$11,500



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 5 - Review Memorandum of Understanding with Audubon Dakota for the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project

Audubon Dakota is interested in preserving and enhancing the habitat for birds and other wildlife within the “riparian zones” such as those found along the Red River, while at the same time providing vegetation that is beneficial in terms of water storage, filtration, purification, and flood mitigation, and providing an aesthetically pleasing nature area for residents. All these goals are in line with the Park District’s goals.

Audubon Dakota desires to continue working with the Park District on a project called the Urban Woods and Prairies Initiative dedicated as the Urban Pollinator Plots Project, the purpose of which is to make improvements to certain parcels of property, or habitat management sites. The parcels requested for the Habitat Restorations Sites, include: 6 acres at Mickelson, 24 acres at the North Softball Complex, 2.2 acres at Eagle Valley Pond, and 4 acres at Golden Valley Park. The attached Agreement outlines in detail the terms.

Staff is asking the Committee to move the Agreement for consideration for approval to the full board.

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

Thank you.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU,” or “Agreement”) is entered into this _____ of _____ 2023 (hereinafter referred to as the “Effective Date”), by and between the Fargo Park District, a municipal corporation and political subdivision of the State of North Dakota (hereinafter referred to as the “Park District”), and National Audubon Society, Inc. d/b/a Audubon Dakota, whose post office address is 3002 Fiechtner Dr, Suite A, Fargo, North Dakota 58103 (hereinafter referred to as “Audubon”).

WHEREAS, Audubon is a tax-exempt organization, as described in section 501(c)(3) of the Internal Revenue Code, whose mission is to protect birds and the places they need, today and tomorrow; and

WHEREAS, Audubon is interested in preserving and enhancing the habitat for birds and other wildlife within certain “riparian zones,” such as those found along the Red River, while at the same time providing vegetation that is beneficial in terms of water storage, filtration, purification, and flood mitigation, and also providing an aesthetically pleasing nature area for local residents; and all of these goals are in line with the Park District’s goals; and

WHEREAS, Audubon desires to work with the Park District on a project called the Urban Woods and Prairies Initiative (the “Initiative”) dedicated as the Urban Pollinator Plots Project, the purpose of which is to make improvements to certain parcels of property, or habitat management sites, in order to achieve the above-described goals; and

WHEREAS, the Park District is agreeable to working with Audubon on the Initiative to achieve said goals, subject to the terms and conditions set forth in this MOU; and

WHEREAS, in furtherance of the Initiative, Audubon will create and implement habitat management plan on land owned or controlled by the Park District; and

WHEREAS, the Park District will conduct necessary site preparations and grant Audubon access to the property for Audubon to implement a habitat management plan and conduct other activities in furtherance of the Initiative; and

WHEREAS, the Park District will endeavor to preserve and maintain the areas restored under this MOU for at least 20 years.

NOW THEREFORE, in consideration of the parties’ mutual covenants contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Park District and Audubon hereby agree:

1. **Exhibits**. The following exhibit is attached hereto and by reference made a part of this Agreement:

Exhibit A – Depiction and Area/Legal Description of Designated Habitat

Restoration Site(s).

2. **Habitat Restoration Site.** The Park District owns a certain parcel of real property located within the boundaries of Cass County, North Dakota. This land shall be designated as a “Habitat Restoration Site.” A depiction and legal description of said Habitat Restoration Site is attached hereto in Exhibit A.

3. **Site Plans.** Audubon shall, in consultation with the Park District, prepare a restoration site plan for the Habitat Restoration Site (“Site Plan”). The Site Plan will include detailed descriptions of proposed enhancements, restorations, and improvements for the site, including as appropriate: plans to plant, enhance, or preserve vegetation; install or build fences or other structures; install or construct landscaping; enhance or restore the natural habitats of birds and other wildlife; implement water retention, filtration, purification, and flood control measures; stabilize banks and slopes and reduce erosion; and any other plans intended to create an aesthetically pleasing and ecologically beneficial area. The Site Plan should also describe any necessary preparations (“Site Preparations”) that must be performed by the Park District before the Site Plan may be implemented, including without limitation, any required herbicide applications, mowing, or disking.

4. **Funding.** Audubon is a non-profit conservation organization. Audubon’s obligation to implement and complete the Site Plan improvements is conditioned upon its receipt of sufficient funding.

5. **Approval by Park District.** The Site Plan must be approved in writing by the Park District before Audubon commences implementation. If the Park District reasonably withholds approval of the Site Plan, and Audubon is unable to modify the Site Plan in such a way as to earn the Park District’s approval, this MOU shall terminate and the parties shall be released from any obligations hereunder. The Park District covenants that it has all necessary authorization to enter into this agreement, to undertake the Site Preparations, to grant Audubon access to the Habitat Restoration Site, to authorize Audubon to implement and maintain the Site Plan improvements, and to permit any other actions set forth in this MOU.

6. **Site Preparations.** Upon approval of the Site Plan submitted by Audubon, the Park District shall commence, as soon as weather conditions will allow, with the necessary Site Preparations, before Audubon begins implementing the Site Plan improvements. Site Preparations must be completed in accordance with the Site Plan and to Audubon’s reasonable satisfaction within one year after the date when the Park District issued its written consent and approval of the Site Plan.

7. **Enhancement Period.** A five year “Enhancement Period” shall commence upon Audubon’s acceptance of the Park District’s completion of the Site Preparations. During the Enhancement Period, Audubon shall, at its own cost and expense, but subject to adequate funding, complete the preservations, enhancements, and improvements described in the approved Site Plan for the Habitat Restoration Site.

a. **Site Access.** The Park District grants Audubon a license to access and enter the

Habitat Restoration Site for the purpose of implementing and maintaining the Site Plan.

- b. **Extension.** If the five-year Enhancement Period becomes an insufficient amount of time to implement the proposed improvements, due to unforeseen or unavoidable circumstances such as flood, drought, delay or unavailability of supplies, government restrictions, etc., the parties may agree in writing to extend the Enhancement Period.
 - c. **Failure to Implement Site Plans; Damage to Improvements.** If Audubon fails to complete the preservations, restorations, and improvements described in the approved Site Plan within the Enhancement Period (as extended), the Park District may terminate this MOU, in which event Audubon will remove any of its equipment and other personal property from the Habitat Restoration Site. If the Park District performs unauthorized management or otherwise damages the restoration or improvement, the Park District shall be responsible to either restore the restorations or to pay for all expenses required for Audubon to rectify the damage.
8. **Ongoing Site Management.** After completion of the Site Plan improvements, Audubon shall deliver to the Park District a long-term habitat management plan or guidance on habitat management. Such plan will recommend appropriate management tools and schedules to maintain the restored native habitat. The Park District will resume the exclusive control of the Habitat Restoration Site and agrees to use its best efforts to maintain the improvements made by Audubon for 20 or more years in accordance with the long-term management plan or guidance. Audubon intends to continue to advise the Park District on proper habitat management after the completion of restoration. As resources permit, Audubon will also endeavor to work with the Park District to sponsor outdoor education programming or research at the Habitat Restoration Site. The Park District retains the option to add amenities to the sites that are in general conformance with and enhance the site plans.
9. **Flooding Situations.** The parties understand that the Habitat Restoration Site is located within a floodplain and is therefore subject to occasional and unpredictable flooding outside of the parties' control. As a result, the parties agree to work cooperatively in flooding situations, by allowing for reasonable extensions of the deadlines contemplated in this MOU and working together to return to the status quo that existed before the flooding subject to the availability of sufficient funds to finance repairs. In the event that the Habitat Restoration Site is flooded, neither party shall be held liable to the other party for any loss or damage incurred as a result of the flood. Once the Enhancement Period has ended and the Park District has undertaken to maintain the improvements made to the Habitat Restoration Site, the Park District will use reasonable efforts to repair any minor damage to the improvements resulting from a flood, so long as sufficient Park District funds are available to finance such minor repairs, but in no event shall the Park District be obligated to repair or replace improvements that have incurred substantial damage as the result of a flood.
10. **Marketing and Signage.** As part of its overall marketing and publicity effort for

the Initiative, Audubon shall prepare signage and printed informational materials. Subject to approval of the Park District, Audubon will install informational signage at the Habitat Restoration Site and distribute printed information on the Initiative.

11. **Utility Services.** No utilities may be provided for or connected to the Habitat Restoration Site without the express written consent of the Park District.

12. **Indemnification.** Audubon agrees to indemnify and hold harmless the Park District and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to persons or property resulting from the negligent acts or omissions of Audubon, Audubon contractors', successors', or assigns' in connection with their use of the Habitat Restoration Site in furtherance of the Initiative, and Audubon shall, at Audubon's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Park District or in which the Park District may be joined with other parties upon any such above-mentioned matter or claims. The Park District agrees to indemnify and hold harmless Audubon and any of its officers, employees, directors, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to persons or property resulting from the negligent acts or omissions of the Park District, its employees, commissioners, or contractors in connection with the Habitat Restoration Site and Audubon's use thereof, and the Park District shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Audubon or in which Audubon may be joined with other parties upon any such above-mentioned matter or claims. These mutual agreements to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This section will survive the termination of this MOU and any subsequent agreements of the parties contemplated herein.

13. **Assignment.** Neither party may transfer or assign this MOU, nor any rights or obligations under this MOU, without the express written consent of the other party.

14. **Amendments.** No amendment, modification, or waiver of any condition, provision, or term of this MOU will be valid or of any effect unless made in a writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this MOU.

15. **Governing Law.** This MOU will be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this MOU must be brought in an appropriate venue in the State of North Dakota.

16. **Merger Clause.** This MOU constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements, promises, covenants, or representations on

the part of either party hereto.

17. **Severability Clause.** Each provision, section, sentence, clause, phrase, and word of this MOU is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of this MOU.

18. **Grammatical Construction.** Whenever the singular number is used herein, the same will include the plural where appropriate, and the words of any gender will include any other genders where appropriate.

19. **Agreement Binding on Successors.** This MOU will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

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

IN WITNESS WHEREOF, the parties executed this MOU on the Effective Date:

FARGO PARK DISTRICT

By: _____

Its: _____

NATIONAL AUDUBON SOCIETY
(AUDUBON DAKOTA)

By: _____

Its: _____

Exhibit A – Depiction and Area/Legal Description of Designated Habitat Restoration Site(s).



Mickelson: 6 Acres. North section has a large bowl that could be mesic to wet. The rest is mostly a large levee that runs north and south so it has east and west slopes, will be pretty dry.

MICKELSON FIELDS ADDITION (part of NW 1/4 of 140-48-32)

Amenity Name: North Softball Complex

Condition: ☐ Fair ☐ Good ☐ Poor

Facility: North Softball Complex

Type: Prairie Grass Seeding

Park Name:

Date Planted: 06/15/2023

Life Expectancy:

Irrigation Present? ☐ Yes ☐ No

Irrigation Condition: ☐ Fair ☐ Good ☐ Poor

Irrigation Install Year:

Amenity Notes: Future

Size [sq.ft.]: 228000

Size [acres]: 5.2

Maintenance Contract Term:

Maintenance Contract Expiration: mm/dd/yyyy

Photos:

Softball complex: 24 Acres. All flat with some low areas, I would say mesic to wet.
 NSC ADDITION (Part of NW1/4 & NW1/4 of SW1/4 Sec 10-140-49)

Amenity Name: Eagle Valley Pond Prairie

Condition: ☐ Fair ☐ Good ☐ Poor

Facility: Eagle Valley

Type: Prairie Grass Seeding

Park Name:

Date Planted: 06/15/2024

Life Expectancy:

Irrigation Present? ☐ Yes ☐ No

Irrigation Condition: ☐ Fair ☐ Good ☐ Poor

Irrigation Install Year:

Amenity Notes:

Size [sq.ft.]: 100000

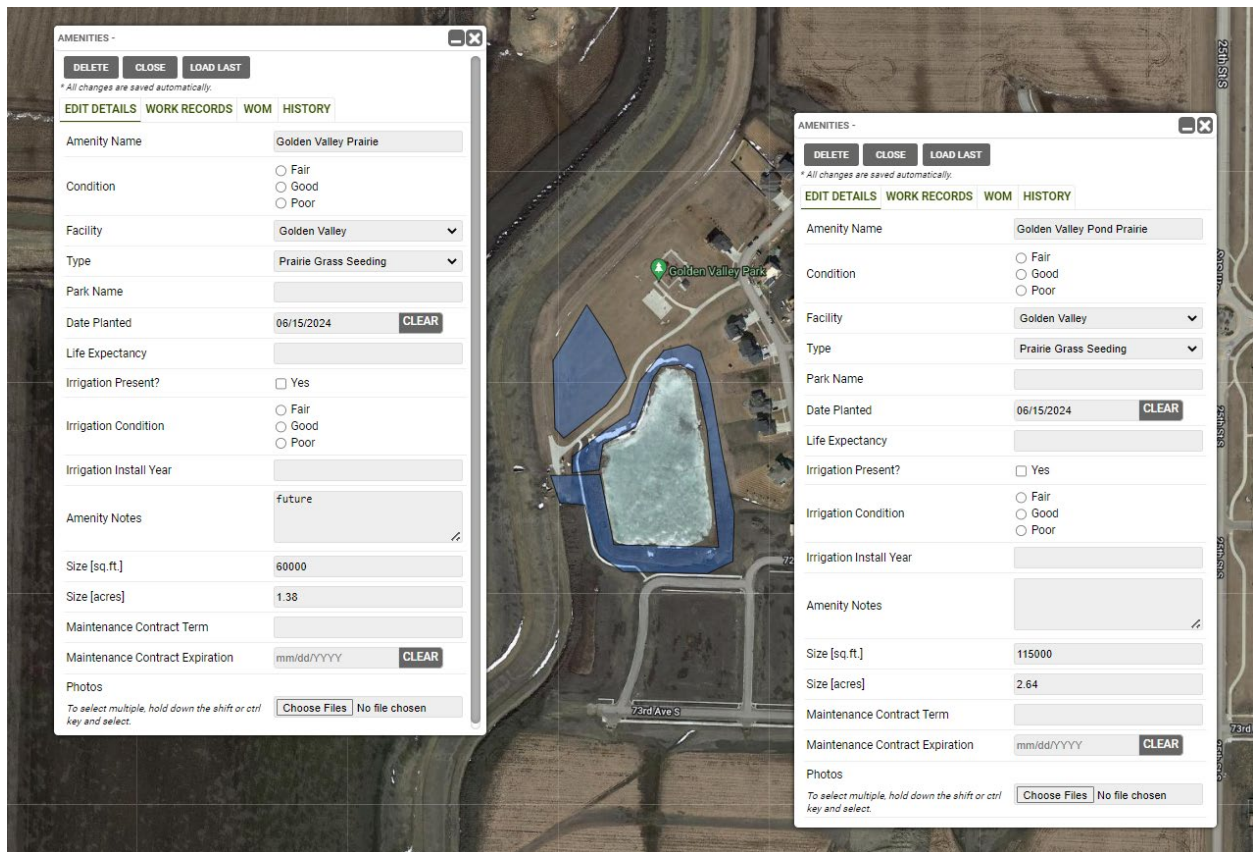
Size [acres]: 2.2

Maintenance Contract Term:

Maintenance Contract Expiration: mm/dd/yyyy

Photos:

Eagle Valley Pond: 2.2 acres. Slope around pond
 EAGLE VALLEY ADDITION (part of the SW 1/4 Sec 12-138-49)



Golden valley park: 4 acres North section is flat, mesic. Pond section is a slope going down into pond
GOLDEN VALLEY ADDITION (part of E1/2 Sec 11-138-49)



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 6 - Request to solicit bids for the Sports Arena Reroof Project

In alignment with our Procurement Policy No. 390, we are requesting permission to publicly bid the Sports Arena Reroof Project. Funds for this project are budgeted in 2022 and 2023. The timeline for the bid process will be as follows:

- Public Bid Opening May 11, 2023
- Review at Facilities Committee Meeting May 31, 2023
- Possible award at Park Board Meeting June 13, 2023

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

Thank you.



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 7 – Discuss next steps to continue the Strategic Planning Process

We would like to discuss moving forward in the strategic planning process. Susan Faus, Dave Bietz and I met with Commissioner Rostad to review the next steps in this process. We feel continuing the process will help build a solid foundation for the Fargo Park District. This will help set overarching goals and expectations for the district.

This process would include a collaboration of commissioners, directors and employees to help with different components of the process. We have had some preliminary discussions with a local consultant who specializes in strategic planning and employee coaching. The recommendation would take the information gathered during past strategic planning processes and incorporate it into a true strategic planning process.

If you should have any questions related to this item prior to the Facilities Committee Meeting, please feel free to contact me.

Thank you.



MEMORANDUM

DATE: March 22, 2023

TO: Fargo Park Board Facilities Committee

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. 8 – Review results of Yunker Farm Master Plan Public Input Survey

Following the third public input session held on Tuesday, February 21, 2023, an online survey was posted that focused on the master plan concepts. It was available for public viewing and collecting responses February 23-March 20, 2023.

The survey had 494 individual responses, and 264 open ended responses submitted. Common themes in the open-ended responses included the following:

- Kid friendly activities and spaces
- Desire for indoor spaces and year-round activities
- Desire for bigger community garden space
- Support for the dog park
- Accessibility to trails and playgrounds
- Support for green space
- Comments about the future of the Yunker Farmhouse

Attached is the summary document and individual comments from the survey.

Please contact me with questions prior to the Committee Meeting,

Thank you.

Yunker Farm Park: Online Survey #2 Summary

Developed for Public Input Event #3 – February 21, 2023

Broadway Station 1461 Broadway North, Fargo, ND 58102

The survey questions are listed below:

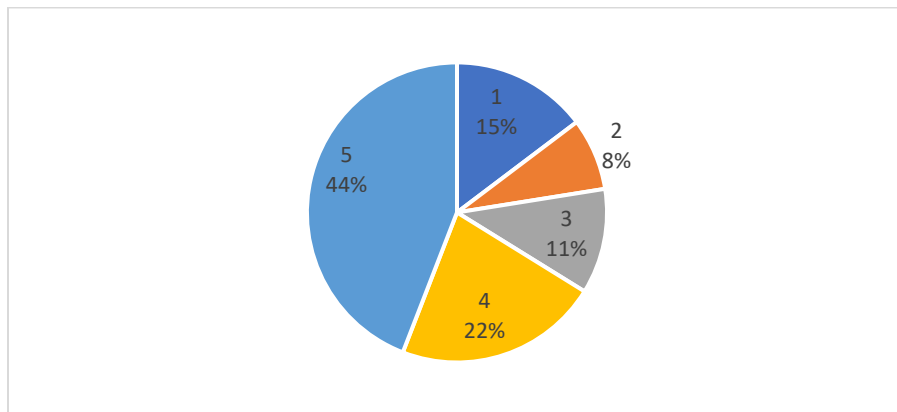
1. Thinking about these overall elements and associated amenities in the north area, how excited are you about the botanical, agricultural and educational and community spaces?
2. Thinking about the overall elements and associated amenities in Great Lawn area, how excited are you about the community and cultural spaces?
3. Envisioning a distinctive promenade and entry plaza with visually pleasing features like lighting, and comfort amenities like benches, how excited are you about this welcoming and visually vibrant space?
4. Do you have any additional comments on the overall concept or amenities that were not captured previously?
5. How did you hear about this survey?

Response numbers to each question varied, but **494 individual responses were submitted to the overall survey**. A summary of responses to each question is included below:

Question 1 Summary

Thinking about these overall elements and associated amenities in the north area, how excited are you about the botanical, agricultural and educational and community spaces?

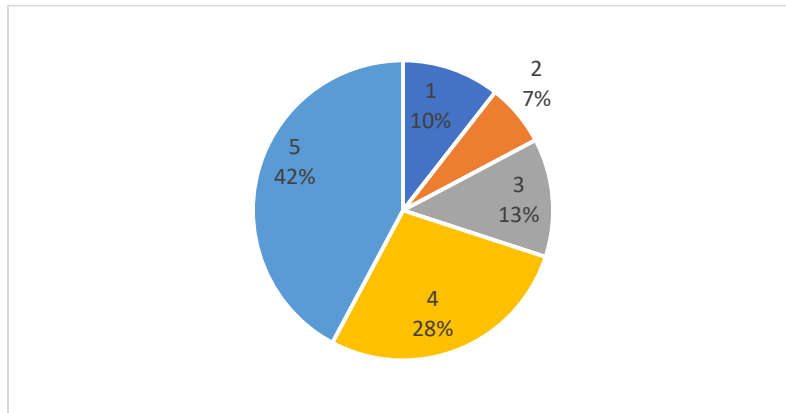
Scale: 1(Not excited at all) – 5(Very excited)



Question 2 Summary

Thinking about the overall elements and associated amenities in Great Lawn area, how excited are you about the community and cultural spaces?

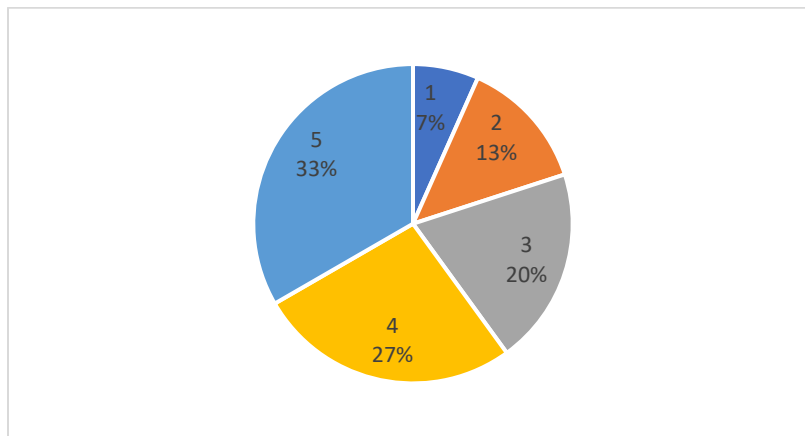
Scale: 1(Not excited at all) – 5(Very excited)



Question 3 Summary

Envisioning a distinctive promenade and entry plaza with visually pleasing features like lighting, and comfort amenities like benches, how excited are you about this welcoming and visually vibrant space?

Scale: 1(Not excited at all) – 5(Very excited)



Question 4 Summary

Do you have any additional comments on the overall concept or amenities that were not captured previously?

264 open-ended responses were submitted. Research shows us that non-response rates tend to be higher for open-ended responses, therefore having **53% of respondents submit answers to this question provides us with robust results.**

High level points:

- Kid friendly activities and spaces was the most common theme throughout the comments
 - Support for splash pad and playground, general kid friendly activities

- Desire for indoor spaces/year-round activities – this was the second most common theme throughout the comments
 - Indoor playground/recreational space wanted
 - Community center
 - Indoor sports spaces
- Desire for bigger community garden space, concerns around that space shrinking
 - Some comments on parking/access
- Most supported dog park
 - Some concern over ease of parking to access dog park
 - Amount of areas
- Wheelchair accessibility/general accessibility of trails and playgrounds
- Support for green space, prairie/wildflower plantings, environmental learning
 - Many comments touched on desire to keep trees, plants, and limit impact to environment/green space
- Some comments on future of Yunker Farmhouse

Each comment was assigned broad thematic categories (could be under 3 separate categories).

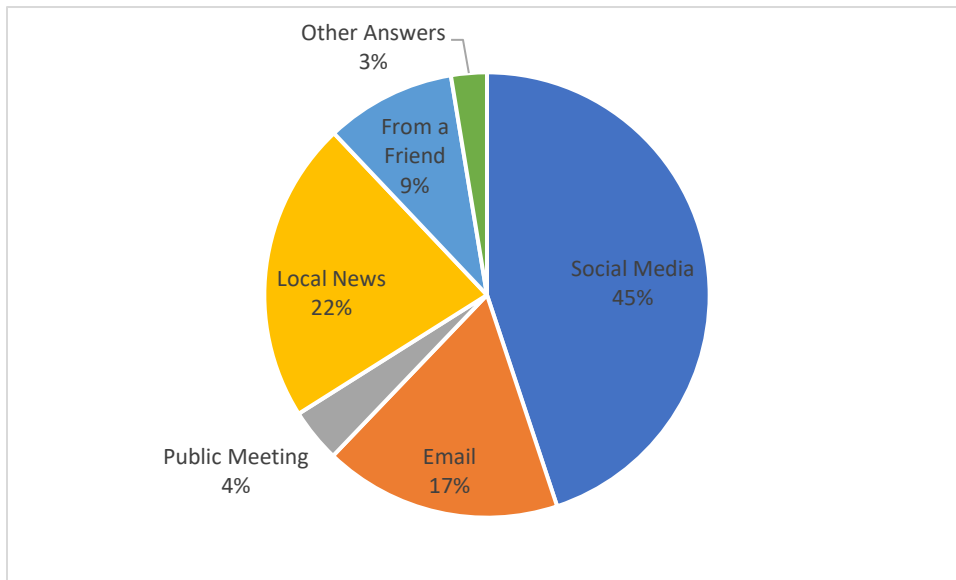
Theme	Count
Kid friendly	46
Community events	15
Yunker farmhouse	22
Lighting/Amenities	21
Dog park	34
Indoor spaces	44
Sports	12
Community gardens	21
Parking	15
Trails	14
Accessibility	5
Educational activities	23
Nature	39
Animal shelter	8
Other	27

N/A	4
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Each individual comment can be referenced in the survey data excel file.

Question 5 Summary

How did you hear about this survey?



Do you have any additional comments on the overall concept or amenities that were not captured previously?	Theme
I like the idea of moving the dog park and gardens to the north end of the park, but as the park continues to expand, I would like to see the gardens potentially move further north to more undeveloped land.	Dog park, Community gardens
The gardens have been there for a long time and need to stay. There are gardeners who have been using this plots for 40 years.	Community gardens
Would love to see a space that could be utilized by the community for events and gatherings.	Community events
Community garden space needs to be bigger to really be useful. Community gardens need to be located more near the entrance rather than at the north end.	Community gardens
I would love a long loop around the entire park for jogging and ice skating in the winter. It would be great if the jogging trail could connect to other pathways and sidewalks.	Trails
Regarding Area #14 - existing park and NGPBS area - This area seems lacking in any concept at this time. Regarding the middle section and the potential for a splash pad or other community attraction - the ideas for family-friendly features such as a splash pad or a skating loop are fantastic and are SO needed. I would also like to see a fitness course around the trail. That would make it such a great destination for walkers or joggers - it's a way to break up a walk or a run by doing some fitness exercises, and the equipment available for these facilities has come a long ways from what it used to be.	Trails, Kid friendly
Lack of detail of what will happen with the farmhouse and previously built environment (Yunker Bunker??)	Yunker farmhouse
That The current train will remain in use and track will be expanded	Other
not at this time	N/A
Is the dog park comparable size wise to current one? I assume there are separate sections for large and small dogs because there needs to be. The parking area seems much further away from dog park area than currently exists. There needs to be mature trees able to provide shade in the dog park as well as a shelter area for both sides. Will there be water accessible for the dog park?	Dog park
Will it be open to public all hours and is there going to be lights for evening hours and dog outings ?	Accessibility
I have used the dog park since it was constructed in 2006. The trees are just starting to give much welcome shade. I hope, if the dog park is relocated to the north side of Yunker park that most of the established trees will be left in place to provide shade for the people and interest for the dogs. Overall, I like an agricultural theme for the park, taking into the consideration that it was once a farm. Also, I live on 10th street, right next to the park , I would like to see some kind of buffer between activity areas and the neighborhood. The animal shelter has been there for a long time . . . is there any room for it to expand? I like the idea of the walking paths, planting, and seating areas where folks can rest, chat and birdwatch. I'm not enchanted with plans for concerts or 'festivals'.	Dog park, Lighting/Amenities
It appears that community gardens get a reduced space in the plan. Gardens have been the greatest use of the space in the last 30 years or more and some of the ideas appear to me as fluff.	Community gardens
N/A	N/A
Have a Babbling Brook like at NDSU. Have a small amphitheater like at NDSU attached to the Babbling Brook. Have someone go out to NDSU and look at the cool ampitheater. These are both outdoor and small but extremely popular. I promise they would be a hit and a great, serene gathering place. I cannot STRESS ENOUGH the importance of retaining the red farmhouse and adjacent structures. I used to do volunteer work in historic preservation on a local level and I know for a fact that it would be a grave mistake to tear it down. It is an iconic feature of the Yunker Farm and it is important to enhance it. One thing that would be nice is to make one of the rooms a library and reading room. Fargoans could donate their used books and the libraries could also donate some. There could be a serene reading room. Also several Little Free Libraries scattered throughout the compound, perhaps one or two with the shape of the Barn or the House. There could be an indoor kitchen where cooking events could occur. Outdoors, there could be a smaller one. Have people like Noreen Thomas and other farm-to-table advocates speak. Engage NDSU ag and horticulture people with plants and expert know-how on this. Seminars and so forth. Don Kinzler types could also speak and advocate. Have the long and narrow barn be something like a pictorial history of Yunker Farm. Please could walk through. If not that, be sure to showcase that cool barn. One thing that is critical and I say this as a Native American ally, be sure to integrate Native American art and some type of acknowledgment of Natives part in this particular plot of land and find ways to involve them as well such as Native American commission. Seek input from Fargo Historic Preservation Commission as well as Preservation North Dakota, our state nonprofit, in any advice or advocacy ideas. Finally due to costs of this project, seek ways to involve community and partners. When Emma K. Herbst Community Theater was built decades ago in Island Park, many carpentry and plumbing unions donated their time to build it. Over 50 years later, many of us remember the incredible effort and how the community came together to make it happen. Find ways for community people, no matter who they are, to also lend talent and skills. I think you would be surprised how many average Joes out here have talent but never feel their opinions or talents are sought out or appreciated. P.S. Have a Farmer's Market, not only spring and summer and fall but winter. Plan many winter activities with beautiful sparkling lights which would give attention to Yunker Farm. Engage volunteers to decorate or contribute items. Decorate in a dramatic fashion (such as Gate City Bank's blue lights). Have seasonal lighting such as Fargo City Hall (red and blue for 4th of July, multicolor for Gay Pride, pink for Breast Cancer month and Xmas colors for Christmas). I am QUITE thrilled with this project, and thank you for seeking our input. We live close by. The far North Side needs this even though it is for all people but sometimes I think the Park District forgets us.	Yunker farmhouse, community events, lighting/amenities
I don't see any information about restrooms. There should be at least 3 areas with water.	Lighting/amenities
As a nearby resident, I've attended all meetings and have nothing more to add.	N/A

I grew up a few blocks from here, I believe keeping it a serene and peaceful area is important. I think there should not be a parking lot, as this can be accessible by walking or biking. Keep the small town northside feel, not commercialized. .	Trails
I would stress the need for child-friendly amenities to continue within the park. The idea of splash pads is very exciting, along with the educational aspect throughout the park.	Kid-friendly, Educational activities
This seems like a space that no one would use. Add pickleball courts, a sports arena. Everything park district does is in way south Fargo. Here is an opportunity to serve the north and Central Park of Fargo.	Sports
There MUST be playground(s) and not just green space	Kid friendly
Excited to see this project come together and hoping this will bring more people to Fargo's north side.	N/A
The playground area seems small	Kid friendly
The northside needs a year round facility. Northside no longer has any indoor walking track or facility usable during the day time. A facility similar to WFs Rustad would be a huge asset to Fargo.	Indoor spaces
It is cold 7 months out of the year. North Fargo always gets the shaft! We don't need more outdoor areas we have the old Trollwood with plenty of that. We want an indoor space for families to enjoy! Please share the first survey results up. Im shocked that this is what the majority of people wanted. Stop focusing on your huge south complex and island park pool project and put a little more thought into this North Fargo project.	Indoor spaces
We need an indoor facility for winter months.	Indoor spaces
North fargo needs a COMMUNITY CENTER! We pay the same taxes as the rest of fargo yet every new amenity is 20-30 minutes south of north Fargo. A community center would not only service our north side community but also Harwood, Riley's Acres, and north Moorhead. There is AMPLE room at yunker farms and the surrounding area to the north.	Indoor spaces
Would love to see a science museum or area for kids & families	Educational activities
It absolutely needs to be more kid and family oriented. Why does the south side get all of that? This is very disappointing	Kid friendly
All access playground	Kid friendly
Make an indoor playground like west fargo has	friendly
This is super disappointing. The north end of town needs an indoor play and exploration space. Yunker Farm used to be known by surrounding towns as a place worth traveling to for families. This is not the plan to keep that name alive.	Indoor spaces
I would consider seating options throughout the park.	Lighting/amenities
There is a need for more indoor activity and learning space as well. Trollwood park nearby has many of the same outdoor features mentioned here. Kids and families need indoor active and learning space for the cold months in this part of town.	Indoor spaces
I do wish we could relocate the Red River Zoo from its noisy highway location to an area such as this. It would be better for the animals.	Other
We need INDOOR SPACE. For families to utilize in the winter. We are quite literally in the MIDDLE of winter. How is this not being thought of? Every single person I know with children in north Fargo, wants indoor space. This plan makes zero space. There is room to still have the botanical garden/beautiful outdoor space WITH quality indoor space for families. Indoor interactive play, science museum...etc. Be smarter.	Indoor spaces, kid friendly
I think this area could be way better utilized! Make something that people that live in north Fargo can make use of! Indoor play area for kids with an indoor walking track, etc.	Indoor spaces
PLEASE continue with some green space! That is just an important part of north Fargo. Don't fill in every space.	Nature
Something more for kids	Kid friendly
A greenhouse facility could provide incredible education and workshop space. This structure could also have a head house that could be used for classrooms, refrigerators to support a farmers market, and other amenities.	Educational activities
I love the idea of the splash pad. It would be amazing to have a children's museum like the on in Brookings SD. I am disappointed that Fargo hasn't yet invested in this type of space for children and families especially for winter. We host so many athletic events throughout the year surely those families would also use this type of space.	Kid friendly, sports, indoor spaces
No - this seems to capture the core concepts. For what I can undersand, there is a lot of flexibility in the possibilities and the overall concept does not seem to limit interpretation of the details.	Other
To be honest I was a bit disappointed when I went to the public forum. I love the new design but feel the Park District just made what was already there look nicer. In addition, there are no clear goals or timelines. Language is used in the survey like potential and could be. In addition at the public meeting there was a vague timeline of 5-10 years given out. My impression from the start is that there was going to be a clearer direction that was made, similar to island park. Based on listening to everyone at the various meetings it seems like there is a great need to educate our youth about agriculture, the next generation. Yunker farm clearly had that feeling of educating youth for many years based on everyones memories. I think there is a real opportunity to educate our youth about agriculture at Yunker farm but feel the current plan only address the people who are currently using it.	Other
I want a splash pad!	Kid friendly
North need more indoor facilities less outdoor	Indoor spaces
No need for flower garden in north fargo! NEED community/wellness center!	Indoor spaces
Please build a community center - we pay the same amount of taxes and could use a multi-purpose facility on the north side	Indoor spaces
We have beautiful Trollwood park a few blocks away. Develop that into this vision. Use this space for a community center for the Northside of town.	Indoor spaces

We need a community center like Rustad with indoor courts for pickleball, basketball, etc	Indoor spaces, sports
Overall I am disappointed in the direction that this project appears to be going as well as the time line. At the meeting, it was stated that this would take several years and would not happen over night. I do understand that there is a process to the planning and that things can't happen over night but 10-15 years seems a bit much. I also believe that if you want to draw people to the space or to north Fargo there needs to be more than green space. There needs to be an attraction or attractions that will make parents want to bring their children to the location. When the meetings started there was an emphasis on agriculture education but not it seems that the only agriculture education that would be happening would be in the community gardens. Green space is great but that can be found anywhere. The museum was a draw for families for many years until it started to lack maintenance. Something needs to be brought back into the house that will draw people in. I do understand that the house is not a part of this plan currently but I also think it needs to be a vital part of the plan. What is done in that house will set the tone for the rest of the park. It will be what people look at and are interested in.	Indoor space, educational activities
We have plenty of parks on the northside that could be updated fire this purpose (Trollwood as an example). We are in desperate need of a community center like the Rustad Center for our youth up here. Anything that my child does, we have to travel so far south. This odd a huge amount of space that can be utilized better for our families up here in the northside. We definitely don't need botanical gardens (especially in the 8 months of the year when nothing grows).	Indoor spaces, kid friendly
More highlight to people using the grounds, contributing to the fence with memorial name. I did this with parents names E & E Harrison. Make a wedding and special events space. Open the house to limited tours and guides historical info, or use for educational presentations. My grandkids were younger and closer but enjoyed this Farmhouse, & tie-dye crafts, in 2015-16-17 exploration, puppet stage, picnic, gardens and walk area so much. I had a family membership 1 year. Suggest offer a 1 time or limited dates/time availability that includes options for rain. Such as a roofed but open pavilion w/ rentable drop curtains that would be rain proof or rain resistant sides. The venue avail with special privileges to sponsors receiving priority availability but same charges or small reduction in charges. Ticketed events with supporters receiving a certain amount of ticket(s) based on level of support or a certain number of tickets to be bought at reduced fee. I would be interested in working on committee. Think I missed the Tuesday meeting. If not let me know. My contact is best by text to 612-590-3243. I often miss emails. Could be a text alert to search email for Yunker Farm Update. Already subscribe to Fargo Park District postings for other things.	Community events, educational activities
I could do without the dog park. So many people are irresponsible with their animal that it always seems to cause problems when my well behaved dog wants to enjoy himself and not get attacked.	Dog park
Make this page detailing plans in the video. Not enough people in Fargo know about Yunker Farm ESPECIALLY if NOT residents of the area in a 2-3 mile radius! SOME DONT EVEN KNOW OF IT THEN. (sry about cap. letters) Make this page shareable and I would reshare.	Other
Although the farmhouse is outside the scope of the master plan, it has been a great educational opportunity for children since I was a kid. Having that closed has been difficult. Keeping Yunker farm (and farmhouse) as an educational space for children would be amazing. I love the idea of a splash pad! We need more opportunities in North Fargo.	Educational activities, Yunker farmhouse
You need things to do. This is a lot of space for what? Splash pad, pool, playground.	Kid friendly
Not interested in splash pad or skating loop	Other
I would like to see it turn into a science museum rather than this project.	Educational activities
An outdoor play space, similiar to what Moorhead is planning and what the zoo has would be great for this!	Kid friendly
Community center!	Indoor spaces
The concept should have more family gathering places. Keep the train!!	Kid friendly
Keep the animal shelter on site	Other
Are there any plan for the actual farmhouse?	Yunker farmhouse
The dog park is the least important/ least exciting part of this to me. Maintaining current structures and maintaining or enhancing the trees and other natural elements is the most important to me	Dog park, nature
Just make sure enough for growth of the botanical gardens. Visiting other gardens of this type in other cities Fargo is in need of a much larger garden. They are well used and enjoyed in many cities.	Nature
Sell land to developer to add to the tax base. Enough park land as it is.	Other
I'm not sure any of this will actually draw anyone to visit. Splash Pad is your best bet, kids need a place to go but I am not certain any of the rest will do much.	Kid friendly
There is a constant failure of leaders to understand people can't be outside six or more months a year. It's fine to have things outside, but pretending we need things like this is a waste as it's not (won't be) a destination for anyone other than the three people on the committee that thought this up. Maybe offer the land and ask them to write a personal check for the amenities.	Other
North Fargo needs some indoor recreational space such as something similar to Rustad Center in WF which has court space and indoor turf. Having a new facility in way south Fargo is good, but maybe this space accommodate a somewhat small complex.	Indoor spaces
Light pollution is not good for plants.	Other
We need indoor space	Indoor spaces
For a city metro the size of Fargo, we do not have much of a Batanical Garden/Conservatory/Arboretum as compared to cities in other states. Really missing out on that opportunity to draw people in.	Nature

North Fargo is lacking indoor recreation space, these amenities all get built down south. The northern section of this park space, adjacent to 32nd Ave N, should be dedicated to a building housing an indoor playground, sport courts and exercise facilities.	Indoor spaces, sports
The northern section should be dedicated to an indoor facility that houses an indoor playground, sport courts and exercise facilities. These amenities should not be only available in south Fargo neighborhoods.	Indoor spaces, sports
Pickle ball courts, indoor activity area	Indoor spaces, sports
What is being considered for activities and ways to get around the park? Some people have a difficult time walking or using aids such as wheelchairs and rollator. What about playgrounds for the handicapped children? These are very important to families as well.	Accessibility
Beer garden or garden with drinks	Community events
Bathrooms, Water Fountains? They are not labeled in the figure legend.	Lighting/amenities
for the garden, everyone should be able to participate in it's upkeep	Other
Section 10 is PERFECT for concerts and multi cultural festivals	Community events
Bike and walk trails should surround the whole park and be integrated into the park	Trails
Very nice design!	Other
Fargo parks is corrupt looking at the sale of land south of Davies back to the developer at the same price the developer originally paid years later. The neighborhood was not treated fairly.	Other
Location of Dog Park should not be in the area as it backs up to homes on 10th street. How would you like the noise and smell of that in your backyard!!	Dog park
There needs to be more space for community gardens and urban agriculture in our community. And water needs to be available for gardeners to uses on their plots.	Community gardens
It is important to me that there are community gardens, a place for NPBS gardens, and also open areas.	nature
I particularly like the splash pad idea.	Kid friendly
Bathrooms?	Lighting/amenities
It might be helpful to explain exactly what the green space would be used for. Seems like a missed opportunity. I'm also curious on how many are in need of a community space.. again seems like a missed opportunity unless there is data to support it's development.	Community events, Other
Please keep the farmhouse. A small Outdoor concert space would be nice, similar to the facility formerly at Trollwood	Yunker farmhouse, community events
Yunker Farmhouse could be used similarly to Rheault Farm for different festivals and holidays throughout the year. There could also be classrooms there to facilitate classes and camps for children during the summer.	Yunker farmhouse, educational activities
Just make it beautiful, peaceful and a pleasure to be there. People will come. Preserve the original buildings. Why are you destroying them? They are part of our history. Make them into a Cass County history museum	Educational activities, other
Move the dog park to Trollwood. There's plenty of room and parking the gardeners and the residents would not have to worry about disease from dog fecal matter. Fecal matter carries disease!!!	Dog park
It would be nice to have an indoor science / activity museum. Harrisonburg Virginia has it & it's wonderful for a wide range of kids They charge a nominal fee but so worth it ! Our kids need a place to go on those rainy days & during summers. Check it out!	Educational activities, indoor spaces
I like the splash pad idea. I hope the farmhouse can be used again. Not enough indoor kids activities around town.	Indoor spaces, yunker farmhouse, kid friendly
The farm house should be maintained as a childrens' educational/play facility.	yunker farmhouse
A bit more play area for kids might be nice.	kid friendly
I'm saddened to see the pond or focal point with a calming zen feeling has been removed. That was my main draw to this project. The north end seems very underwhelming with few community members benefiting. Its a highly utilized 32nd ave road for north fargo residents and now going to be very boring with few trees apparently even. I'm sad to see existing Scotch pines being removed:(Nature, other
Helping homeward animal shelter with their mission	Other
I'd be curious to know if the dog parks change of location will eliminate having trees within. As it currently is set up, I especially love that there are trees for shade.	Dog park
Encourage the emphasis on natural & garden areas for individual solitude or social & educational gatherings. Thank you for protecting & revitalizing such a wonderful outdoor space in Fargo.	Nature
Is there an opportunity to use some of the land available to include affordable single family housing? Housing next to a great park space and existing residential areas makes sense to me.	Other
Yes we need a splash pad here.	Kid friendly
The dog park should have a design permitting covering in the winter for people to walk their dogs indoors in winter. It would not have to be heated, a pipe and tarp method would be adequate. While I am not a dog owner I hear from citizens that they feel and their dogs feel couped up in the winter and the sidewalks are dangerous. I walk door to door as a campaigning legislator and find many people have done now compared to 39 years ago.	Dog park
Love splash pad and sculptures. Not so sure about skating loop	lighting/amenities
I'd love to see more flowers and a rose garden as a tribute to Lawrence and Katherine Yunker who were good friends (and fellow Cass County Commissioner) of my parents, Lewis and Helen Sutton	Nature
1. Looks pretty uninspired. 2. 2nd part of this question is not easily understood so I can't answer it.	Other

I think it is quite possible to have a simple park area without extra areas that will need to be constantly maintained & monitored. Keeping costs low & asking community help in keeping park maintained will keep taxpayer dollars at minimum & enhance community involvement which will then give residents a sense of pride. Dog parks are essential to the Fargo/West Fargo area.	Dog parks, other
Open the children's museum, and keep the botanical/children's gardens	nature
Maintain existing garden plots	Community gardens
Nice bathrooms with changing tables for kids, consession stands or some place to have snacks	Lighting/amenities
A year-round bathroom and water fountain!!!	Lighting/amenities
Please What ever is done to this area of North Fargo keep the dog park THANKS	Dog park
Be sure the botanical garden and living garden spaces are preserved. Ditto Homeward Animal Shelter. Thanks!	Nature, other
PLEASE Please include something to provide some shelter/shaded space within the dog park!! I go all of the time and the sun/heat gets torturous for humans and dogs. There NEEDS to be some shelter from the sun and the heat. A water source at the dog park is also greatly needed. Also, divide the dog park into two spaces, not three. Three wastes too much space! I have a small dog but the area at all of the DPs are often empty and never have more than a few dogs, so we ALWAYS go to the big dog side. Otherwise there'd be no interaction with any other dogs. Three DP spaces would never be utilized. Also, lawn/grass takes a lot of water and upkeep and large open space without shade isn't frequently or highly utilized because it gets way too hot and windy. Please create more shaded areas with benches or higher picnic tables. My elderly parents can't sit outside with shade and can't sit at low tables because they are too hard to get up from.. maybe a few picnic spaces surrounded by native plants / grasses for those don't want to be in the wide open area. Less lawn = less cost and better for the environment.	Dog park, Lighting/Amenities
More shaded areas with seating. It's too hot in the summer to be out in the sun. Shelter / shade in the dog park is greatly needed as is water. Use higher picnic tables that people with mobility problems. Don't split the dog park in three spaces. Most dogs end up on the big side because the small side never has dogs. Two sides is plenty.	Lighting/amenities, dog park
Green is great	Nature
The Dog Park should be moved to Trollwood Park where there is plenty of parking, open space and the barking will not disturb the public. to	Dog park
Adding large shade trees for relaxation while sitting on benches along trails. Keeping animal shelter in current location would be very helpful providing more exposure when having events to help with animal adoptions.	Lighting/amenities, other
Seems like the Yonker farm was for kids and not sure how much is being put into activityies for kids	Yunker farmhouse
I think the space should be focused gardening, farming, nature trails, food forests and the like. I think there should be minimal development of hard or permanent structures.	Nature, trails, community gardens
Parking 4: south portion should be expanded so it is closer to #10 and to botanic garden.Consider more options of expanding parking, especially if there will be future 4-season buildings & use. Botanic & Nature Gardens with big community events require big parking spaces. Some bilateral symmetry on the design could be amended on the west side for accessible parking.	Parking
I hope to have a lot of the buildings built around the natural trees because the trees are very old and are historical.	nature
If the dog park will be moved to the northern end of the land, please try to keep a reasonable amount of natural land features like trees and some bushes. It spruces up the area and makes for a less baron place. It also will be more enjoyable for wind blockage.	nature
The Botanica Gardens and a space for children and families to come toghter are most important to me.	nature, kid friendly
What will happen to the Homeward Animal shelter?	other
Make the entire park "green" by NOT spraying any weedkillers/pesticides/chemicls on the grass or anywhere on the grounds. Make this park free from chemicals and make it SAFE for community members and pets. It's time for Fargo to take the lead to diversify green spaces and not discriminate against unwanted plants.	nature, other
A pond or fountain!	lighting/amenities
Would be wonderful to develop an outstanding botanical garden for Fargo	nature
Not sure based on the map if the parking lot is farther from the dog park than normal - if so I recommend it being closer for the safety of the dogs. Also water inside the dog parks. Thanks!	parking, dog park, lighting/amenities
Nature play playground	educational activities
I would like to encourage a design that would provide enrichment activities for young children and families. This outweighs a dog park or even community garden plots. We need more creative activities for young children that are affordable for young families.	kid friendly, educational activities
Maintain and expand NPBGS and other green/natural spaces. Keep this park predominantly a natural area and do not overbuild, especially with any sports/recreational facilities that change the character of natural spaces.	Nature
No dog park. Need childrens museums and year round activities for children	Educational activities, indoor spaces
Love the idea of benches with full sized shade trees.an opportunity to add trees with multiple colors in the fall could draw many.	Nature, lighting/amenities
Consider space that would be available for vendor use within the space. Allowing privately owned organizations to drive community engagement and interest within the park.	Community events, other
Anticipating a childrens space as there are not many options in Fargo. Indoor playground would be nice.	spaces
Don't do a splash pad	other

I have lived in this part of town my entire life and I am SO GLAD that attention is finally getting paid to this location. I have two concerns. First, I certainly hope that reconfiguring of the gardens, does not reduce the number of plots utilized. I know many people who use these as a primary source for their diets. Secondly, I hope that you are HEARING that people are wanting educational programming and enrichment for young children. There is nothing close to what The Children's Museum is in town that has filled that gap.	Community gardens, educational activities
Let homeward take over the land. Or the children's museum at least.	Animal shelter
Why won't there be a community center replacing the current one? What a missed opportunity for a children's museum like Fergus Falls and St Paul have.	Indoor spaces, educational activities
Please ensure the playground is an inclusive and accessible space as the north side lacks innovative outdoor spaces for children.	Accessibility
Something else for little kids	kid friendly
Are there any plans in the wildflower section for a pollinator garden?	nature
A skating loop would be so wonderful for Fargo!! (Like the Ribbon at Maggie Daley in Chicago - paved loop for rollerblading/scooters in summer, with the potential for ice skating surface in winter!)	community events
The botanical area was such a gem. It feels like focusing an entire zone just on entry is a bit of a waste. Perhaps additional children's activities or outdoor sports areas could be included in the south side as well. The splash pad or water activities, educational activities, and upgraded playgrounds would be very exciting as a fargo north family.	Nature, educational activities, kid friendly
Provide additional space for Homeward to expand	Animal shelter
My husband came to yunker as a child and we hope to bring our child here too. Love to see a revitalization plan for yunkers!	Other
Everyone involved needs to think about each and every existing tree that gets removed for these improvements! Trees are an asset!	Nature
Where is Homeward Animal shelter in your plans?	Animal shelter
Ways to improve the dog park area	Dog park
I like the Environmental Learning Area and the Prairie and Wildflower Plantings. I would like to see an expansion of the Botanicals Gardens.	Nature
The dig looks a lot smaller. There isn't direct access to the dog park from the parking lot. That isn't good if this parking lot is for all area if this property. Not safe for dogs or people. I think having some input from people that frequent the park would be very beneficial!	Dog park, parking
I like the three section dog park. I have a 6 lb dog and it's nice to have a place they can play safely	Dog park
Appreciate a mixture of trails, ensuring some are wheelchair accessible.	Trails, accessibility
small ponds, or artificial streams with bridges over them.	Nature
The dog park cannot be smaller than the current one. And, divided into 3 equal parts does not make sense. The large dogs need a large area! They need to be able to run at full speed & this current plan looks too small & choppy. Also, the dog park needs direct access to a parking area. I foresee issues if the dogs have to walk through all the common areas & the non-dog population to get to their space.	Dog park, parking
If there would be a splashpad or some sort of kids attractions, the dog park area should have AT LEAST one water source. The size of the dog park which is used VERY frequently is too small. There's not a need for 3 areas. Two is fine. The large dog side needs to be big enough for them to really be able to run, stretch their legs and have space. Right now it is significantly smaller than the current one. The parking on the east side of the dog park proposal area would need to be big enough to accommodate dog park goers as well as everyone else who wants to use the space. It may be small as it is right now. Will there be direct access from the parking lot to the dog park gates? It's a huge hassle to have. To make a trek when all the dogs want to do is get over there. Ease of access will be huge. It would also be nice to have the kids stuff farther from the dog park for safety reasons. Please try to keep a reasonable amount of natural landscaping as possible for wind break and shelter/shade. It would be great if the dog park could have agility course equipment in the areas too.	Dog park, parking, nature, kid friendly
Let's move forward quickly!	Other
Is there a potential for racks to be added to be able to lock up bicycles. There could be a covered area for bikes to keep out of the hot sun or rain, allowing many of the residents in the local neighborhood to ride bikes to and from events, reducing parking congestion	Other
Yunker Farm used to be about children. Is the playground being built for toddlers and well as a larger and higher climbing tower for elementary children. The splash pad is the most exciting area that I hope will be incorporated with a section for toddlers and another section for elementary children. A skating area is also a great idea. I hope the mentioned ideas will be done right away and not added at another time. Children would really enjoy the splash pad. Also hope the house would feature areas for children to play as well as a concession and bathroom area so families could stay longer and enjoy the wonderful Yunker Farm.	Kid friendly, lighting/amenities
The Dog park is always so busy. I'm not sure why you would make that smaller and some of the other areas larger. The rest of the Park area is garden used now. And the community gardens are only used a few months. The Dog park is really the only thing used year round.	Dog park
Dog park area should be reconfigured and input from community people who use that space be considered. Currently Yonkers dog park is largest and best in Fargo. This redesign reduces space for dogs and parking looks to be a nightmare. Especially in winter	Dog park, parking
This dog park is very utilized so please don't make that space smaller. I think a space for events, bigger picnic shelter near a playground, and possible farmers market area could be cool ways to use the space as well	Dog park, community events

I'd love for the childrens museum to continue being a part of it!	Educational activities
It would be great to have parking right at the dog park as many owners would like to go straight in. Also adding water to the dog park would be amazing! Other dog parks have fountains and they shut the water off before freezing temperatures start. The ones I have seen have a bottom "dog bowl" that has a separate button to use. Lighting is super important. Also making sure there is shade in the dog park would be amazing! I think in the middle area there should also be a focus on keeping a lot of nature aspects as well if possible!! Public restrooms would also be amazing to have.	parking, dog park, lighting/amenities
I think there needs to be something like tinker farm somewhere. We really are missing a structured play area in North Fargo.	Yunker farmhouse
I hope the farmhouse can also serve as a community space and can be maintained.	Yunker farmhouse
Really appreciate the dog park. I would suggest that there is a smaller, separate parking lot just north of dog park. I would be concerned with dogs walking from current, nearest parking lot to the dog enclosure. Control of feces and dogs that are not as people friendly may be an issue if pets need to walk any distance to use dog park.	Dog park, parking
I don't see any plan for the Yunker farmhouse or the existing mini-train ride. My grandchildren enjoyed both of those over the years and I would hate to see them lost.	Yunker farmhouse
Please say the Yunker Farmhouse is part of the project! Would love to see it redone to a fun children's museum play place. Also need restroom facilities.	
What's definition of skating loop? Also, any thoughts about a pond/water area?	
Definitely add a splash pad!! North side families need something fun nearby.	
I LOVE the idea of adding outdoor classrooms and environmental learning spaces. Fargo-Moorhead needs that. I also want there to be continued support for NPBGS.	
A small concert stage would be lovely.	
Having something like a splash pad for little kids would be helpful. Besides parks, there are not many options in North Fargo.	
Please re open / update Yunker farm! I have so many memories growing up there and would love my kids to have some!	
We need more indoor children's activity places such as a children's museum.	
Where would the place for musicians be, should that ever come up and where would be a usual park shelter building?	
This was underwhelming. This did not incorporate the post it note feedback very well for opportunities for children. A well-designed and kept park would certainly be welcome, but there is going to need to be something there that draws people in more to come and use the space. North Fargo residents pay just as much in taxes as S Fargo. We need something to do in N Fargo for kids year round. The splash pad is very exciting. But definitely looking forward to more information about the plan for the farm house, train, etc. I'm sick of driving to West Fargo to give WF Parks my money to use Rustad or having to drive all the way to Shadowwood to the splash pad that should be for residents of that area. Events at Rheault Farm are incredibly popular. You can replicate that in N Fargo here as well. I do understand that takes additional staffing and funding though to plan and implement these programming opportunities. The new Fargo Parks building is literally on the opposite end of town and almost 25 minutes away, so many N Fargo residents will not be driving there and back for whatever programming may be offered there for winter enjoyment. Please bring a space like that to N Fargo.	
A concert space, family events	
Can the dog park not be right next to kids areas?	
We can't wait for Yunker Farmhouse to reopen	
We love the botanical garden with all the flowers that currently exists and the quirkiness of it. Would love to see it remain or added to	
I'm not excited about the meadows aspect, it reminds me of the prairie grasses in South Fargo near Scheels arena and that's not pretty at all. I'd love to see structures and paths and substance. More art and sculpture I, give people a reason to be there, to picnic, to go out of their way to go even on days when something isn't going on.	
Would recommend having the dog park entrance close to a parking area so not all dogs have to walk through the more heavily populated/kid areas	
Excited to finally grow this free garden space and have the city support efforts to make it sustainable and not totally reliant on volunteers! Well done!	
Should be made a kid friendly place since that was what was closed down.	
Please turn Yunker Farm back into a children's museum. I think a farm/ North Dakota theme would be fitting.	
A natural playground would be wonderful	
I'm concerned about the location of the far north community garden. How do you access that? The other gardens have a frontage road. There is already a huge theft problem in the gardens and attracting more people to the location would make me think this problem would get worse. I think there should be fences around the gardens or some other type of safe guard put in place.	
I have concerns about the community gardens. There is lots of theft already. With more people, this could be a bigger problem. Close access seems to be a concern for gardeners too. Also, can water access be addressed in this plan? I would hope the plots would all be available and not already half taken by the same group every year.	
I would like to see the Yunker Farm House used by NPBG as a office and mtg. space, owned by Park Dept. as is Rheault Farm, to allow programming year round for gardens and ag events.	

Feels like you are limiting garden access. These need to be more assesable by car. The gardens are something that should be expanded on. There has been an increase in interest for these plots. Also, by putting walk ways through the garden, it invites people to help themselves more than they do now. I wish you would leave the existing tree rows where they are. They are beautiful mature trees.	
Construct paths and let it go wild. The Forest at Yunker farm instead of some brown lawn. Center the dog park and build a public orchard. A large indoor botanical garden would be cool.	
Northport Library + coffee shop in farmhouse, ice rink in winter/groomed ski trails	
It's important to keep the Yunker farmhouse but make it accessible	
Where will the train be?	
I have a list that will be brought to the meeting	
The overall concept is very nice, and will be a definite improvement to what is currently there. This park is truly an opportunity for a great park that serves the neighborhoods directly adjacent to it, as well as the greater North Fargo area. With that said, a priority should be placed on making sure there are pedestrian connections to each of 29th, 30th, and 31st Avenues. This park should be as easily accessible to the neighborhoods via bikes and walking as possible. Keeping as many of the mature and established trees as possible within the site should also be a priority. It will take generations for the newly planted trees to reach full height, so keeping what is there should be emphasized. One negative comment is that there is way too much parking provided on the overall park. The entire west side of this park is a parking lot, which is disappointing to see. As the park currently functions, there is already too much parking there. Providing enough parking at the park for future events is extremely wasteful of resources and space, especially considering there is plentiful parking on the adjacent streets in the neighborhoods, plenty of parking at the Fargodome, and this park is served by Matbus. Reduce the parking and provide more park amenities.	
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What happened to the basketball and pickleball courts that were being discussed? And why would you move the dog park so close to the road?	
A community center like Rustad would be better - indoor courts for pickleball, basketball, volleyball, etc.	
I use the dog park with my 2 large dogs almost daily in the spring, summer, and fall months of the year. I am very concerned about the proposed changes to the dog park, especially two main aspects that I see as issues with the proposed layout. 1) The proposed location could be a safety hazard for the dogs. It's not uncommon now for people to allow their dogs to run from the parking lot to the door of the dog park in the current setup. This is relatively safe right now as the dog park is situated quite a ways away from the road. It's also not uncommon for a dog or two to accidentally escape from the fenced area when someone is coming or going. People aren't always as careful as the should be. A "jailbreak" in the current area leads to a pretty predictable escape pattern toward the trees on the south side of the park. While this is a pain, it's not particularly dangerous for the dog. BUT if the park is located directly south of 32nd ave N where there are sparse trees between the dog park and the road, it's a definite safety hazard in these situations. I can see dogs escaping and immediately running toward the road. Nobody wants that. The location should either stay where it is, or be shifted further south away from 32nd Ave for safety reasons. There appears to be quite a bit of green space to the south of where it is proposed that could be used instead for this purpose. 2) While the idea of splitting it into 3 sections may seem good to maintenance people, it's not a great idea for the large dogs. They need a lot of space to run and space to just not be crowded by other dogs. I think about all of the people with their retrievers who throw a ball all the way across the current large dog side and their dogs will run that space 200 times in a half hour. If they only have half the space to do that to begin with and then there are dogs and people in their way because there isn't enough space in general, it's a problem. Now dogs are running into each other or running into humans. It's one thing to split the space occasionally during maintenance, but to have half the space all the time, would be a problem. And even though you could pick one side or the other, based on your needs, it still isn't enough space for the big dogs to really get out and run. You'd just be creating a problem that doesn't currently exist. The Yunker Farm dog park is commonly spoken of as the best dog park in Fargo, partly because of the layout and space available to spread out and play separately or together. Those are my two main concerns about the proposed layout. I know a lot of people would like to see a water source at the dog park because we currently have to carry jugs in and it would be nice to not have to do that. Also, when planning tree plantings in the area, please keep in mind that again, dogs need open space to run. Please put some nice shade trees around the outside and corner areas, but leave the center areas free for running and play without trees. I've seen too many dogs plow into those new little trees that are peppered around the dog park in the last couple of years. It's a safety hazard and not necessary at all to have them there. And lastly, maintenance has been a problem for the last few years, not because they can't divide the park, but because they just aren't attentive to it. The attempt to re-seed grass to the southwest corner was an epic failure	
yes to the splash pad up north	
I dont think the south parking ot will be big enough to serve both the main entry and the Yunker Farmhouse. Also hopefully there is a path concrete path from the north parking lot to the dog park with concrete pads inside the dog park enterances to cut down on the mud.	
Reopen the children's museum please, food truck spots, north Fargo needs more restaurants	

I are wondering if childs railroad will still be running and would sure like to see activities in the house for children. We really miss going there with our grandchildren. They loved it!	
I welcome open, green spaces, and bike,walking paths. Don't forget winter. A sliding hill would be cool.	
Why is there no screening hedging between the parking areas and the lawns/gardens? Once you're in the gardens you don't want to see all that asphalt and cars. You want a sense of entering a special place after you park. Pay attention to all those entry points between parking lot and the gardens. Also people will be parking during the summer, make sure there are plenty of shade trees to prevent cars from getting hot.	
i would love to keep the house and keep that open as an option to rent for parties	
The people that put together this plan must not have children or live in North Dakota during the winter. Our winters here are extremely cold and long and there is nothing in North Fargo for children of any age to do. I have to travel to all over town to find something for my kids to do in winter, not having some indoor activities available is hurting the growth in North Fargo. What will be done with the Yunker Farmhouse? Why is this not being utilized for an indoor area? What we could really use in North Fargo would be the following things: a children's museum or a rec center that houses an indoor playground, climbing wall, pool, basketball courts, etc. to name just a few things. This plan is very disappointing and underwhelming. There are so many people that travel to Rustad and West Fargo for the rec center and will now go to Moorhead for the new children's museum, don't we want to invest in Fargo? This whole concept is just very underwhelming.	
The dog park doesn't 'fit' into the culture of the new design. Move the dog park to Trollwood	
Looks Perfect!	
Great concept. I think it'd be neat to have a trail through a butterfly focused pollinator garden	
Please keep and add to the pines at the north side of the new placement of the dog park. I really like that you moved the dog park to the north end. Please plant trees that are important to biodiversity including oak and willows. Please keep the tree area that is on the north end of the park. Many trees need to be replanted in that area but I hope you consider a mix of cottonwoods, oak, willow, etc. there are a couple of tamaracks that are nice. The current path in the trees to the East is very pleasant. I hope you keep that in addition to the extended sidewalk as planned.. I hope the botanical society can expand in the area where the train is currently and where the miniature golf is now. Thanks for letting us comment.	
Like dog park and splash pad idea. Love botanical gardens and walking paths. Outdoor games would be nice like mini golf and horseshoes	
Why can't Fargo continue to offer families a fun place to take their kids. Work with the Science Museum??	
This botanical theme is wonderful for a climate that exists as a lengthy outdoor season. Here is not. We need indoor family friendly active things for children to do!	
I think what ever can be done to make this area family friendly is a win as there are many families on the North Side. Also, what considerations are being made for people (children included) with special needs/limited mobility? I curious the future of the Yunker Farm House...there is still a great need in our area for a Children's Museum-it could be a great community center in this new concept design for a redesigned Children's Museum..	
Include the NPBGS IN THIS. They have worked hard to enhance the area.	
I don't see where the botanical gardens are in this concept. I hope that is not changing, other than to expand. That is the only reason I come up to this area. Thanks!	
The more kid friendly the better.	
Built in watering hole for the dog park and poop bags throughout the entire set up	
We need indoor activities for kids, not more lawn space	
The public vegetable gardens are very important to hundreds of people this plan pretty much eliminates most of us! When eating healthy and growing our own food is so important why make this important area into a place for other less healthy options!!! Isn't there other undeveloped park board land that could be used for your other ideas??? A concerned fargo resident!	
From a person who has experienced and been a sort of the garden for as long as I can remember, please consider keeping the garden space the way it is now. The more traffic this area brings, the more likely the garden will have thieves.	
I feel strongly that North Fargo does not need another park. We need an indoor area with gym space for a walking track, courts for basketball, pickle ball, volleyball etc. There are no places like this available in this end of town, and the elementary gyms are no longer available for open gym on the weekends. We need a smaller scale version of Rustad in this end of town that is accessible to kids and families. The community gardens are wonderful, but there are already parks attached to all elementary schools in addition to other park areas. A facility would provide activities in all seasons for ALL ages (my parents go walk at the mall, Rustad, or Family Wellness). Please reconsider your plan!!!	
Would love to see some sort of indoor complex similar to Rustad in West Fargo	
Please consider keeping the garden plots as is. This is an amazing thing our community has. Please also keep in mind how much theft goes on current from the garden and increasing foot traffic would only increase theft and the lively hood of a great use of space in our area.	
Put in a fountain! They add so much beauty to summer.	
It would be nice to have a outdoor kid learning section or like an outdoor musical walking area.	
Sensory or musical items along the walking bath would be fun	

I love the flower garden/fairy garden area and walking paths & bridges. Personally, a splash pad and skating loop would take away from The serenity of the area.	
I would like an indoor gym area for kids in the winter	
I like the overall design and layout, especially the Japanese Garden element. The use of artificial lighting seems very outdated (although solar is a step in the right direction), as Fargo has too much light pollution as it is. My main concern about the Great Lawn is whether herbicides and/or pesticides will be used. Fargo Park District needs to wean itself off of these chemicals, so I hope the great lawn or any other part of the garden won't require them. I can't imagine wanting to sit on a garden bench if the scent of chemicals is in the air! Many botanical gardens around the world do not use herbicides or pesticides. It is possible, using native plants, to circumvent the chemicals!	
North Fargo needs an indoor space for community members to be used year round	
Indoor space is needed. Winter is six months long. Walking track or indoor play area for toddlers ?	
I'd love to see an indoor playground similar to a Rustad in west fargo. It seems like a lot of the planned spaces won't be useful half of the year here.	
This is a waste of a fantastic space that could be used for bringing our community together - young families, older adults, and everyone in between will likely forget about this space as it is proposed. Looking to our neighboring cities and other communities, this space would be perfect for an indoor track and recreational space for winter months, alongside a splash pad and small hiking/adventure paths for warmer months. So many ideas could be incorporated into indoor and outdoor spaces that would actually draw our community toward this shared park space, versus writing it off and plopping a few plants in as the least expensive option.	
Let's turn this space into something productive for our youth. Young north Fargo families would love a spot for recreation, especially in the winter, for their kids to go and exercise. Similar to Courts Plus or the Rustad Center, a smaller scale recreation center would be a great option for this area and help keep our community active.	
Build a new middle school there or indoor sports commonest	
I would like more sports facilities on the Northside. An indoor facility such as the Rustad center and I would also like to see a full size baseball field For babe Ruth or legion. Tennis courts, pickle ball courts would be nice.	
Our family greatly enjoys the children's garden that is currently there!	
Indoor large motor space for adults and children are needed on the north side with our long winters and people being inactive.	
A smaller Rustad Arena.	
Botanical Gardens are the ones who want the dog part moved have them do a flower garden in #1 or have a #5 vegetable garden in #1. Dog Park can be moved to Trollwood. Many questions need to be answered as to the cost of this project and a timeline.	
The dog park would need amenities also, benches, shade canopies, maybe agility course for the dogs. And to be maintained so it isn't always full of poop from lazy owners.	
I would like to see more active areas not just areas to sit and look at flowers. I love the splash pad idea	
Please no splash pad. Fargo does not need another. Running water in the dog park please. Keep the ABC garden. Its a lovely space.	
A splash pad for kids would be great. There is nothing like it on the north end, only the swimming pool, but you have to pay to go to that.	
Indoor play/activity center with jungle gym and an area for kids to play- all year round.	
A kids natural playground similar to like at the zoo but bigger. Weeping willows to play under. Bridges to play Billy goats gruff.	
Spash pad would be awesome as there is not one in North Fargo	
A splash pad and playground would be amazing for kiddos. I'm a skater girl as well so would be amazing to have a small skate park. If you go that route, please consult the Kemmer from the North Dakota Skateboarding Association.	
Benches should be divided as to not encourage overnight stays. Who does maintenance of gardens and facilities? Will maintenance be a line item in annual budget?	
Benches along the walking path would be very nice, however, it would be strongly suggested that the benches be partitioned so overnight stays would not be promoted. Intense maintenance will be required. Will there be a separate line item in budget for maintenance? Are there restroom facilities in the park area and who will maintain them?	
I much prefer leaving the community gardens where they are and putting the meadows where the proposed gardens are. It would be a long ways from parking to North gardens carrying water, tillers , etc. And speaking of water are there any thoughts of plumbing in water for garden, flowers, etc?	
Strongly do not like this plan. Talk more with the people that actually use the area. Please do not remove the alphabet area in the gardens. This is a wonderful area that my children have loved since they were little.	
A space that is child/family friendly is needed	
The educational & art space is very exciting	
Adding in water gardens, botanical, orchard, and education space sounds fantastic	
I think if you are going to plan on more community events, you need to add even more parking than just the small space on the north side and what is currently on the south side.	
We will use this park all the time	

I believe the gardens should all be connected and not divided up as shown. I also think having the dog parks in the north west corner. Having a parking lot on the south side of it. That would separate it from the rest and would make easier access to it for people.. I would love to see the trees by present parking lot gone which would open up a lot of area for possible expansion of the flower area. Possibly into what is now the small dog park.. That leaves the center grand mall area which would be a great area for walking paths and possible future use for things that are presently done at Island Park.	
Please consider adding area for hanging hammocks and also consider building small cabins possibly off the grid for quiet personal retreats	
Answered	266
Skipped	240