



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, MAY 13, 2025, AT 5:30 P.M.** IN THE BOARD ROOM AT THE FARGO PARKS SPORTS CENTER AT 6100 38th STREET SOUTH, FARGO, WITH PRESIDENT AARON HILL, PRESIDING. **Please note:** This is an in-person event and streamed virtually. Members of the public and media can view the live meeting at www.fargoparks.com/news/park-board-meeting-may-agenda-2025

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

Consent Agenda – approve the following:

- a. Minutes – 04/08/2025
- b. April Bills
- c. Permission to Bid Beverage Concession and Vending, and Snack Food Vending
- d. Review of Selkirk Developers Agreement
- e. Consideration of Rose Creek Driving Range Net Replacement

Regular Agenda

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Broadway Station Meal Site Lease - One year extension; Paul Grindeland, presenter
- 4. Adjourn

Individuals who wish to attend Park Board meetings but need special arrangements or would like to address the Board, please contact the Fargo Park District office at 499-6060 by noon on the Monday before the Board Meeting.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE FARGO PARK DISTRICT OF APRIL 8, 2025

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, April 8, 2025, at 5:30 p.m. at the Fargo Park District office at 6100 38th Street South, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Aaron Hill, Joe Deutsch, Zoé Absey, Jerry Rostad and Vicki Dawson. Also present were: Dave Bietz, Jane Gust, and attorney Jeff Gunkelman.

Approval of Agenda

Dave Bietz requested that the item (f) on the consent agenda – Approve Selkirk Developers Agreement – be removed from the Consent Agenda due to the Park District not being prepared to proceed forward with the matter.

Commissioner Joe Duetsch moved and Commissioner Vicki Dawson seconded a motion to approve the agenda with the amendment to the Consent Agenda removing item (f). Upon call of the roll, the motion passed unanimously.

Approval of Amended Consent Agenda

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

- (a) The minutes the March 11, 2025 meeting;
- (b) The March 2025 bills; and
- (c) Award bid to Sun Electric, Inc. in the amount of \$188,000.00 for Mickelson Field #4 Sports Field Lighting, as presented;
- (d) Award bid to American Security and Gate Company in the amount of \$64,500.00 for Anderson Softball Complex dugout replacement project, as presented; and
- (e) Award bid to Park and Play USA in the amount of \$59,324.60 for Tharaldson Little League metal shade shelter replacement project, as presented.

Upon call of the roll, the motion passed unanimously.

Public Comments

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

Director's Report

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

Approval of MOU with Post 2 Baseball Club

Dave Bietz presented to the Board on this matter. It was noted that the Post 2 Baseball Club came to the Park District noting that the backstop at Jack Williams Stadium is in need of repair. It was noted that the MOU outlines the responsibilities of the both the Park District and Post 2 Baseball Club. It was noted

that the Park District will handle the design, bidding, and construction of the backstop wall, making necessary modifications for new seating, and repairing any field damage caused by construction. It was noted that Post 2 will be responsible for coving the costs associated with removing the current seating behind the backstop wall and purchasing and installing new stadium seats. It was noted that this is an unbudgeted item and that the Park District will need to use reserve funds for the project.

Commissioner Vicki Dawson moved and Commissioner Zoé Absey seconded a motion to approve the MOU with Post 2, as presented, and to direct staff to secure bids for this project. Upon call of the roll, the motion passed unanimously.

**Approval of Amendment to Payment in Lieu Agreement
Pertaining to J&O Real Estate, LLC**

Dave Bietz presented to the Board on this matter. It was noted that this relates back to the Park District's sale of former Anderson Park to Epic Companies in 2020. It was noted that the Park District agreed to a payment in lieu offer from J&O Real Estate, LLC, wherein the Park District agreed to remove the 4-acre open park area covenant at the former Anderson Park property in exchange for a cash payment by J&O Real Estate, LLC. It was noted that the original agreement had an expiration date that J&O would not be able to meet and that it is requesting an extension to May 15, 2025.

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the Amendment to Payment in Lieu Agreement Pertaining to J&O Real Estate, LLC, as presented. Upon call of the roll, the motion passed unanimously.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:30 p.m.

Jeff Gunkelman, Kennelly Business Law, Clerk



MEMORANDUM

DATE: May 13, 2025

TO: Fargo Park Board Commissioners

FROM: Kevin Boe, Recreation Director

RE: Consent Agenda Item (c) – Permission to Bid Beverage Concession and Vending, and Snack Food Vending

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid the following:

1. Beverage Concession and Vending
2. Snack Food Vending

Bid Schedule:

First Publication of Bid Ad	June 4, 2025
Second Publication of Bid Ad	June 11, 2025
Bid Opening	August 5, 2025
Planning Comm Mtg Consideration	August 20, 2025
Park Board Meeting Possible Bid Approval	September 9, 2025
Successful Bidder Notified	September 10, 2025

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

Thank you.

SAMPLE MOTION: I make a motion to grant permission to bid Beverage Concession and Vending, and Snack Vending.

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

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MEMORANDUM

DATE: May 13, 2025

TO: Fargo Park Board Commissioners

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

RE: Consent Agenda Item (d) – Review Selkirk Developers Agreement

Fargo Park District staff have been collaborating with the developers of Madelyn's Meadows Development on a 96-acre parcel located at 66th Avenue South and Selkirk Drive South. As part of the project, the developer wishes to include a park featuring a recreation trail, open prairie green space, a picnic shelter, park benches, and a playground. A total of 6.75 acres has been designated for this park.

Presented along with this memo is a copy of the Developer's Agreement. The agreement has been reviewed by legal counsel and changes suggested by legal counsel have been incorporated in the agreement. The agreement provides for the park to be developed through a special assessment district that would be created by the Fargo Park District over the approximately 96 acres. The total cost of the park to be assessed is estimated at \$906,953.43. A proposed design is shown on Exhibit B of the agreement.

List of revisions from original agreement are noted below:

1. Move Natural Trails, Boulevard Trees, and Native Seeding to Parks Project.
2. Future special assessments for the park property will follow the standard procedure of two equivalent lots.

At this time, preliminary plans are to start the construction of the park in Summer of 2026 or 2027. The Committee requested this item be moved to the consent agenda.

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

Thank you,

SAMPLE MOTION: I make a motion to approve the developers agreement for Selkirk Development as presented.

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

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PARK DEVELOPMENT AGREEMENT

Selkirk Place

This Park Development Agreement (the “Agreement”) is made and entered into this ____ day of _____, 20__, by and between NICD, LLC (name of developer), whose post office address is 3280 Veterans Blvd S Ste 30 , Fargo, ND (“Developer”), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 3100 38th Street South, Fargo, North Dakota 58104 (“Park District”).

Preliminary Statements

Developer is the owner of a ±96 acres, more or less, tract of real property located in the City of Fargo, Cass County, North Dakota (the “Developer Property”), specifically described below and delineated on the plat/survey attached as Exhibit “A”.

Developer is in the process of planning a residential and recreational development on the Developer Property in which the Developer desires to include and dedicate a park of approximately 6.75 acres on the Developer Property as generally shown in Exhibit “A”, (the “Park Area”). Developer’s focus is to create a community with its own character and to provide recreational development and recreational amenities for the support of the community and to promote ease of access in and around the community. The Developer intends to develop the area at execution of this agreement.

Park District desires to establish an additional park in south Fargo and is willing to work with and assist the Developer in the design of 6.75 acre tract (the “Park Area”), affect the construction of park amenities and manage the Park Area, all pursuant to the terms and conditions of this Agreement and the rules and regulations established by the Board of Park Commissioners from time to time.

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

Agreement

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

1. Scope of Agreement. This Agreement shall not constitute a partnership or a joint venture by and between the Developer and Park District. Neither party has a right or obligation to bind the other party to any course of action or commitment as it

relates to the development of the Developer Property, including the Park Area that is described herein. Each of the parties is an independent contractor and although they will coordinate their efforts to develop the Park Area, maybe to include elements of design, access, and amenities, neither party is assuming any obligation of the other party.

2. Conveyances. On the date of closing, as herein described, Developer shall cause to be transferred and conveyed to Park District approximately 6.75 acres that constitutes the Park Area, in the general location as shown on the site plan attached as Exhibit "A". The parties acknowledge that the approved plat shall dedicate the Park Area to public use. The 6.75 acre parcel shall be conveyed to the Park District by Warranty Deed, free and clear of all liens and encumbrances including, but not limited to current real estate taxes and installments of special assessments, subject to the Park District assuming and agreeing to pay that portion of the special assessments not yet certified for collection, calculated in accordance with the provisions of paragraph 5 below.

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

3. Developer and Park District Obligations. Developer and Park District acknowledge that they will be responsible for the following amenities to be located on the Developer Property and the Park Area:
 - a. General Park Amenities per Exhibit "B" will be installed by the Developer or City of Fargo and included with the street improvement assessment assessed against the Developer Property. Included in the Developer's or the City's responsibility will be the construction and maintenance of any detention ponds required by engineers or governmental authority. If Developer or City of Fargo fails to install General Park Amenities per Exhibit "B", then this agreement is null and void.
 - b. Specific Park Amenities per Exhibit "B" will be installed by the Park District through a Park District improvement assessment assessed against the Developer Property as shown in Exhibit "E". Individual estimated cost amenities will be per Exhibit "D". The maximum cost does not include any carrying cost if the Developer requests the assessment to be deferred. If the Developer requests the assessments to be deferred the actual cost of carrying the deferred assessment will be added to the not to the estimated exceed maximum.

- c. The following table breaks down the land dedication for the Development Property:

Plat Description	Plat Area (Acres)	Park Dedication (Acres)
Selkirk Place 2 nd Add.	19.28	1.54
Selkirk Place 3 rd Add.	30.89	2.47
Selkirk Future Phases	46.25	3.70
Subtotal	96.41	7.71
Provided Dedication to Date		5.90
Remaining Dedication		1.81

The Developer has the right to forgo the park land dedication in Selkirk future phases and cover the remaining balance in the form of Payment in Lieu. The remaining land dedication balance will be paid at a rate of \$1.50 per SF. The remaining Payment in Lieu balance will be paid to Park District proportionally upon filing of Selkirk future phase plats.

- d. The Developer shall be responsible for all storm water requirements as may be designed by engineers or governmental authority.
- e. In accordance with Park District Ordinance Developer and any property owner Developer sells lots to, shall not cause or allow water from any downspout, sump, or similar device to be directly or indirectly deposited on Park Property.
- f. The Developer shall be responsible for the installation of sidewalks on both sides of each public street per the requirements of governmental authority.
- g. The Developer shall be responsible for providing lighting on all streets as required by appropriate governmental authority and to allow the installation of lighting on park trails or in the Park Area as the Park District deems reasonable and appropriate to provide a well-lit Park Area at times that the Park District determines is appropriate. In the event the Park district deems lighting to be placed on the property, the cost of installing lighting in the Park Area will be paid by the Park District. Utility charges for the operation of lighting in the Park Area will be paid by the Park District.
- h. The Park District will be responsible for planting Boulevard trees within the Right of Way fronting the Park District property. The Park District

will not be responsible for any other landscaping to be planted outside the Park Area.

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

4. Park Area Design. The Park District shall develop a design for the park and trails to be constructed in the Park Area. The Developer acknowledges that the Park District will have concerns pertaining to the access, safety and programming that are consistent with the Park District's mission, rules, and regulations. Developer and Park District agree design fees for Specific Park Amenities per Exhibit "B" will be paid by Developer. Developer shall engage a Park District approved Engineering Firm. The Park District will have the final say on the design of the Park Area. Fees paid by the Developer for Specific Park Amenities shall be credited to the Developer's future dedication and/or cash in lieu contribution requirements as detailed above.
5. Non-Park Area Specials. The parties acknowledge and the Developer agrees, for the purposes of special assessments, initial construction of Park Area will be assessed at 60 feet of street front footage or not to exceed 7,500 square feet. Future special assessments for the Park property will follow the standard procedure of two equivalent lots.
6. Maintenance. In entering into this Agreement, the Park District contemplates it will maintain the Park Area within its normal park maintenance program and consistent with its other parks within the Fargo area. The Park District will be generally responsible for future maintenance of the Park Area, the trails leading to the Park Area and the equipment and other Specific Park Amenities in the Park Area. If the Developer and the Park District agree to coordinate access to other trails/parks or provide other amenities, any such other amenities agreed to by and between the Park District and the Developer may require a joint maintenance agreement.
7. Construction. The construction of the General Park Amenities as shown on Exhibit "B" are intended to be completed by July 1, 2026. If the General Park Amenities are constructed by July 1, 2026, then construction of the Specific Park Amenities as shown on Exhibit "B" will be completed by November 31, 2026. If General Park Amenities are not constructed by July 1, 2026, then Park District has right to extend completion date beyond November 31, 2026.
8. Open Records. It is specifically understood and agreed in this regard that Park District is a public body under North Dakota law and thus, is subject to the open records and open meeting laws.
9. Naming Rights. Park shall be named Clay Hector Park.
10. General Provisions.

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



DEVELOPER

By [Signature]
Its VP

By _____
Its _____

PARK DISTRICT:

THE PARK DISTRICT OF THE
CITY OF FARGO

By _____
Its President

By _____
Its Clerk



EXHIBIT "B"

Schedule of Park Amenities

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

Streets

Curb and Gutter

Street Sidewalk

Storm Sewer

Storm Sewer Detention/Retention Ponds

North/South 10' Concrete Trail

Park Grading

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

Playground system for 2-5 & 5-12 ages

Concrete Playground Border

Concrete Sidewalks

Natural Trails

20' x 20' Park Shelter

Grill Pad

Two (2) Park Signs

Trees/Landscaping (in Park Area)

Park Native Seeding

EXHIBIT "E"
Assessment Area

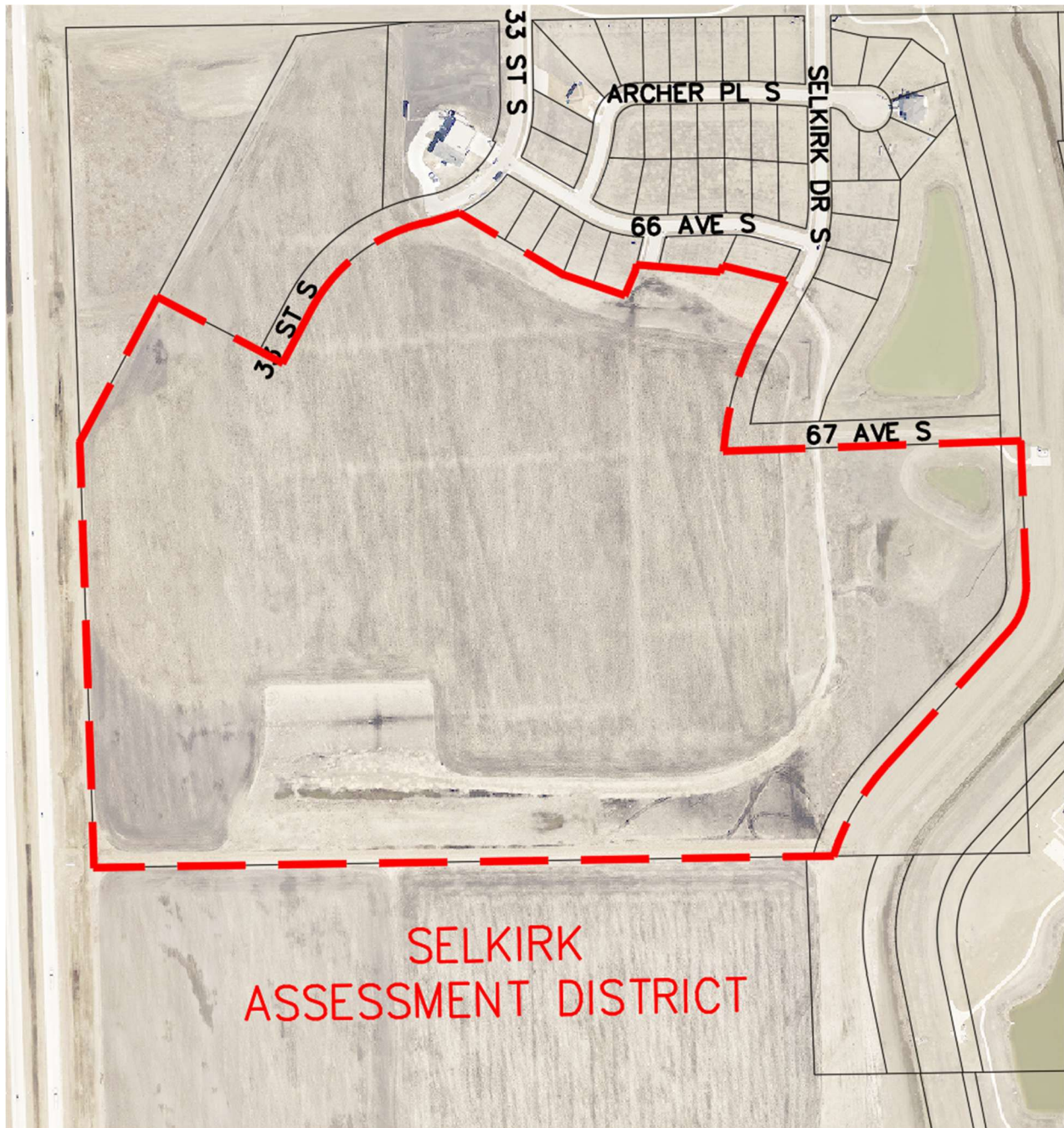


EXHIBIT "F"
Letter of Support



March 10, 2025

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

Dear Park Board,

As the developer of Selkirk 2nd Addition, current owner of the 3rd Addition, and future phases, we would like to formally express our support for the planned park improvements on Lot 10, Block 5, Selkirk 3rd Addition. The proposed park will serve the entire Selkirk neighborhood and provide a critical connection to the existing trail system.

This park will feature xeriscape natural prairie landscaping and a meandering man-made channel stream. A 10-foot-wide concrete trail will run the length of the park along the existing levee, connecting to the existing end of the trail just south of 64th Avenue South. Natural gravel trails will extend off the main path and run parallel to the channel. In addition, a playground is planned immediately adjacent to 31st Street South, providing an accessible and convenient amenity for neighborhood families.

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

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

Sincerely,



Jonathan Youness, PE
EagleRidge Development



MEMORANDUM

DATE: May 13, 2025

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (e) - Consideration of Rose Creek Driving Range Net Replacement; Tyler Kirchner, presenter

Bids for the Rose Creek Driving Range Net Replacement were received and opened on April 3, 2025, at 2:00 P.M. Attached to this memo is the letter of recommendation and bid tabulation from MBN Engineering.

Three bids were received for the Driving Range Project: (1) Century Fence Company with a bid amount of \$110,578.00; (2) Upper Midwest Athletic Construction with a bid amount of \$236,077.47; and (3) Dakota Fence/3D Specialties/Dakota Playground/WRS with a bid amount of \$271,188.00.

Upon review of the bids, staff recommends awarding the bid to Century Fence Company in the amount of \$110,578.00. The bids met all specifications, is the lowest bid and within our budget of \$110,000.

The Committee requested this item be moved to the consent agenda.

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

Thank you.

SAMPLE MOTION: I make a motion to approve the bid Century Fence Company for the Rose Creek Driving Range Net, as presented.

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

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April 3, 2025

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

Subject: Fargo Park District
Rose Creek Golf Course Driving Range Net Improvements (Rebid)
Fargo, North Dakota
MBN Project No. 24-274

On April 3, 2025, the Fargo Park District received and opened Three (3) proposals for the Rose Creek Golf Course Driving Range Net Improvements (Rebid).

It is our recommendation that the Fargo Park District award the contract to Century Fence Company for the Base Bid - \$108,978.00 and Alternate No. 1 - \$1,600.00 (Add) for a total amount of **\$110,578.00.**

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

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Eukel", with a stylized flourish at the end.

Tony Eukel, P.E.
Civil Engineer

enclosure

Fargo Park District Rose Creek Golf Course Driving Range Net Improvements (Rebid) (#9576750)
Owner: The Park District of the City of Fargo
Solicitor: MBN Engineering, Inc.
04/03/2025 02:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Century Fence Company		Upper Midwest Athletic Construction		Dakota Fence/3D Specialties/Dakota Playground/WRS	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid	All Site Work	C1	All site work for the Installation of the barrier fence	LS	\$108,978.00	\$108,978.00	\$182,412.72	\$182,412.72	\$255,695.00	\$255,695.00
Alternate #1	Existing Barrier Fence Demolition	C2	Demolition of the existing barrier fence	LS	\$1,600.00	\$1,600.00	\$53,664.75	\$53,664.75	\$15,493.00	\$15,493.00
Alternate #2	Additional Barrier Fence	C3	Installation of an additional 150 lineal feet of barrier fence	LS	\$43,571.00	\$43,571.00	\$68,286.00	\$68,286.00	\$68,345.00	\$68,345.00
					\$154,149.00		\$304,363.47		\$339,533.00	

NOTE: Century Fence is the apparent low bider



MEMORANDUM

DATE: May 8, 2025

TO: Fargo Park Board Committee Members

FROM: Paul Grindeland, Valley Senior Services Director (VSS)

RE: Broadway Station Meal Site Lease No. 3 – One year extension

In response to community feedback, Valley Senior Services is working on executing a one-year lease extension for Broadway Station. This extension will allow us to continue operations at the site through August 31, 2026. The decision reflects our commitment to listening and responding to the needs of the individuals we serve while allowing time for thoughtful planning.

During this transitional year, Valley Senior Services and Fargo Park District will be leading a focused community engagement process with older adults in North Fargo. We will conduct surveys, host meetings, and facilitate direct conversations with participants at Broadway Station and beyond to help us identify future options for both meal service and social activities in the area. Our goal is to ensure continued access to nutrition, connection, and support.

We coordinated a participant meeting at Broadway Station on Monday, April 28th, and we received overwhelming positive feedback and appreciation for this decision.

We will provide regular updates throughout the year and will continue to explore creative solutions and potential partnerships to meet these needs in the long term.

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

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