



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, FEBRUARY 10, 2026**, AT **5:30 P.M.** IN THE BOARD ROOM AT THE FARGO PARKS SPORTS CENTER AT 6100 38th STREET SOUTH, FARGO, WITH VICE PRESIDENT JERRY ROSTAD, PRESIDING.

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

**Consent Agenda** – approve the following:

- a. Minutes – January 13, 2026
- b. January Board Bills
- c. Approval of 2026 Park District Maintenance Equipment Bids
- d. Approval of Selkirk 4<sup>th</sup> Addition MOU
- e. Approval of Brookstone Payment in Lieu Agreement
- f. Approval of Updated Governance Policies

### **Regular Agenda**

1. Recognition of Audience/Public Comments
2. Director's Report
3. Easement Agreement with Inter Midwest Holdings LLC, The Fargo Park District and Metro Sports Foundation, Inc.; Jon Kram, presenter
4. Broadway Station Lease Renewal; Susan Faus and Jayne Gust, presenters
5. 2025 Foundation Update; Craig Bjur, presenter
6. Governance Committee Update; Commissioner Hill, presenter
7. Planning Committee Update; Commissioner Rostad, presenter
8. Adjourn

**Please note:** This is an in-person event and is streamed virtually. Members of the public and media can view the live meeting at:

<https://www.facebook.com/fargondparks>

<https://www.youtube.com/@FargoParks>

*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 JANUARY 13, 2026**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, January 13, 2026, at 5:30 p.m. via Restream. Present at the meeting were Commissioners Aaron Hill, Zoé Absey, Joe Deutsch, and Rostad. Also present were: Susan Faus, Dave Bietz, Jayne Gust and attorney Jeff Gunkelman.

**Approval of Agenda**

Commissioner Joe Duetsch moved and Commissioner Zoé Absey seconded a motion to approve the agenda. Upon call of the roll, the motion passed unanimously.

**Approval of Consent Agenda**

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

- (a) The minutes of the December 9, 2025 meeting;
- (b) The December bills;
- (c) Approval of Designation of Depositories of Public Funds for Fargo Park District and Valley Senior Services

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. Several members of the community made comments to the Board regarding senior services offered at Broadway Station and also a member concern with Courts Plus.

**Director's Report**

Susan Faus updated the board on various Park District matters. No action was taken on this matter.

**Approval of Executive Director's Employment Agreement**

Commissioner Jerry Rostad presented to the Board on this matter. It was noted that the main portions of the Executive Director's Employment Agreement remained unchanged from the original agreement. It was noted that the two primary changes to the agreement were updating the salary based on inflation and market analysis, along with making the contract a rolling two year agreement rather than a one year agreement. Commissioner Rostad read comments from Commissioner Dawson stating that Susan Faus's performance in 2025 exceeded expectations and that the Future of the Park District is strong with Susan's leadership. Commissioner Hill stated that Susan Faus has gone above and beyond the role and that her efforts are greatly appreciated.

Commissioner Aaron Hill motioned and Commissioner Joe Duetsch seconded the motion to approve the Executive Director's Employment Agreement with the Fargo Park District, as presented. Upon call of the roll, the motion passed unanimously.

### **Governance Committee Update**

Commissioner Jerry Rostad presented to the Board on the updates from the Governance Committee. No action was taken on this matter.

### **Planning Committee Update**

Commissioner Aaron Hill presented to the Board on the updates from the Planning Committee. No action was taken on this matter.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 6:10 p.m.

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Jeff Gunkelman, Kennelly Business Law, Clerk



## MEMORANDUM

DATE: February 10, 2026

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (c) - Approval of 2026 Park District Maintenance Equipment Bids

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The 2026 Park District Maintenance Equipment Bids were received and publicly opened on Wednesday, December 17, 2025, at 1:30 p.m., at the North Park Maintenance Shop. Attached to this memo is the bid tabulation, staff recommendations narrative, and equipment photos.

<u>Item#</u>	<u>Quantity</u>	<u>Description</u>
1	1	<b>16' Rotary Mower</b>
2	8	<b>72" Zero Turn Radius Mowers</b>
3	1	<b>200 Gallon Cart Sprayer</b>
4	1	<b>68" Area Rotary Mower</b>
5	1	<b>10' Rotary Mower</b>
6	2	<b>Medium Duty Electric Utility Vehicles</b>
7	1	<b>Medium Duty Gas Utility Vehicle w/Concessions Box</b>
8	2	<b>Medium Duty Gas Utility Vehicles</b>
9	1	<b>Sand Bunker Rake</b>
10	1	<b>Utility Vehicle with Ball Picker Cage</b>
11	2	<b>Light Duty Electric Utility Carts</b>
12	1	<b>Vacuum Excavator</b>

After reviewing the bid information, staff recommend awarding the purchases to the following vendors that meet minimum equipment specifications:

Accepting the bid package from MTI Distributing, Inc. in the amount of \$539,425.23 for the following items:

- Item #1- Toro 5910 16'Rotary Mower
- Item #3-Toro Workman HDX/Multipro200 Gallon Cart Sprayer
- Item #4-Toro 3500-D Small Area Rotary Mower
- Item #5- Toro 4000-D 10' Rotary Mower

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

- Item #6-Two (2) Toro Workman MDX Lithium Medium Duty Electric Cart
- Item #7-Toro Workman MDX/Fairway Café Grande Medium Duty Electric Cart w/Concessions Box
- Item #8-Two (2) Toro Workman MDX Medium Duty Gas Vehicles
- Item #9-Toro 5040 Sand Bunker Maintenance Rake
- Item #10-Toro Workman GTX Utility Vehicle w/Ball Picker Cage
- Item #11-Two (2) Toro Workman GTX Light Duty Electric Utility Vehicles

Accepting the following bid item from Valley Plains Equipment:

- Item #2-Eight (8) John Deere Z994R Zero Turn Radius Mowers in the bid amount of \$148,000.

Accepting the following bid item from Ditch Witch of North Dakota:

- Item #12- Ditch Witch HX20G Vacuum Excavator in the bid amount of \$56,655.65

We have a total budget of \$848,200 for these 2026 Park District Maintenance Equipment purchases. Total purchase price if all bids are accepted as presented above is \$744,090.48.

Funds for the purchase of this equipment will be taken from the 2026 approved budget.

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

Thank you.

**Purchase of Park District Maintenance  
Equipment Bid  
Opening 1:30 PM December 17, 2025**

ITEM 1		ITEM 2		ITEM 3		ITEM 4		ITEM 5		ITEM 6		ITEM 7		ITEM 8		ITEM 9		ITEM 10		ITEM 11		ITEM 12	
ONE (1) 16 FT. ROTARY MOWER 2026 OR CURRENT MODEL YEAR	EIGHT (8) 72-INCH ROTARY ZERO-TURN MOWER 2026 OR CURRENT MODEL YEAR	ONE (1) 200 GALLON CART SPRAYER UNIT 2026 OR CURRENT MODEL YEAR	ONE (1) SMALL AREA ROTARY MOWER 2026 OR CURRENT MODEL YEAR	ONE (1) 10 FT TO 11 FT ROTARY MOWER 2026 OR CURRENT MODEL YEAR	TWO (2) MEDIUM DUTY ELECTRIC UTILITY VEHICLE 2026 OR CURRENT MODEL YEAR	ONE (1) MEDIUM DUTY GAS UTILITY VEHICLE WITH BEVERAGE/CONCESSIONS BOX 2026 OR CURRENT MODEL YEAR	TWO (2) MEDIUM DUTY GAS UTILITY VEHICLES 2026 OR CURRENT MODEL YEAR	ONE (1) SAND BUNKER MAINTENANCE RAKE 2026 OR CURRENT MODEL YEAR	ONE (1) UTILITY VEHICLE WITH BALL PICKER CAGE 2026 OR CURRENT MODEL YEAR	TWO (2) LIGHT DUTY ELECTRIC UTILITY VEHICLES 2026 OR CURRENT MODEL YEAR	ONE (1) VACUUM EXCAVATOR 2026 OR CURRENT MODEL YEAR	EST DELIVERY DATE	ALL EQUIPMENT BID										
<b>BIDDER</b>																							
Valley Plains		(Z994R) \$ 18,500 / \$ 148,000																			05/15/26	\$148,000.00	
Van Wall	4075R/Trimax \$ 124,534.00	Z994R \$ 18,950.00 / \$ 151,600.00	2020A/HD200 \$ 65,913.1	7400	1600 WAM \$ 72,799.00	Gator GX Lithium	Gator GS / Berv.	Gator GS Gas	1220 HP \$	Gator HPX615E / Cage \$ 21,276.00	Gator GS Lithium \$ 16,755.00 / \$ 33,510.00									May thru July 2026	\$628,779.86		
RDO (Vacuum)																				LP373XGT \$ 62,438.36	5/1/26	\$62,438.36	
ACME Equipment		ZD1211L-3-72 \$ 18,976.92																			4/1/26	\$151,815.35	
RDO (Mowers)		Z994R \$ 19,018.31 / \$ 152,146.48			1600 WAM \$ 72,319.94															Jan. thru March 2026	\$256,440.02		
Ditch Witch																				(HX20G) \$ 56,655.65	Unknown	\$56,655.65	
MTI	(Toro 5910) \$ 165,466.88		(Workman HDX / Multi -Pro Sprayer) \$ 80,637.87	(3500-D) \$ 48,560.46	(4000-D) \$ 94,354.26	(Workman MDX Lithium) \$ 23,231.72 / \$ 46,463.44	(Workman MDX / Fairway Café Grande) \$ 30,010.37	(Workman MDX) \$ 15,595.32 / \$ 31,190.64	(Sand Pro 5040) \$ 36,383.10	(Workman GTX) \$ 16,411.91	(Workman GTX Lithium Lifted) \$ 18,165.42 / \$ 36,330.84									5/1/26	\$539,425.23		
Color Key	Recommended	Did Not Meet Spec.																			TOTAL	\$744,080.88	

**TOTAL BEFORE**

**DISCOUNT**

**\$585809.77**

SAVINGS =

\$46384.54

## **Fargo Park District Equipment Recommendations**

### **Item. 1 – 16ft Rotary Mower 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$165,466.88 for the **Toro 5910 16ft Rotary Mower**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

### **Item. 2 – (8) 72-inch Rotary Zero Turn Mower 2026 or Current Model Year**

Staff recommend accepting the bid submitted by Valley Plains in the amount of \$148,000.00 for the **8 - John Deere Z994R Rotary Mowers**. This unit meets or exceeds all specifications. This is the cheapest overall price from Valley Plains.

### **Item. 3 – 200 Gal. Cart Sprayer Unit 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$80,637.87 for the **Toro Workman HDX/Multi-Pro Sprayer**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

### **Item. 4 – Small Area Rotary Mower 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$48,560.46 for the **Toro 3500-D Rotary Mower**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

### **Item. 5 – 10ft to 11ft. Rotary Mower 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$94,354.26 for the **Toro 4000-D Rotary Mower**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

### **Item. 6 – (2) Medium Duty Electric Utility Vehicle 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$46,463.44 for the **2 - Toro Workman MDX Lithium**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

### **Item. 7 – Medium Duty Gas Utility Vehicle with Beverage/Concessions Box 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$30,010.37 for the **Toro Workman MDX / Fairway Café Grande**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 8 – (2) Medium Duty Gas Utility Vehicles 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$31,190.64 for the **2 - Toro Workman MDX**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 9 – Sand Bunker Maintenance Rake 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$36,383.10 for the **Toro Sand Pro 5040**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 10 – Utility Vehicle with Ball Picker Cage 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$ 16,411.91 for the **Toro Workman GTX**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 11 – (2) Light Duty Electric Utility Vehicles 2026 or Current Model Year**

Staff recommend accepting the bid submitted by MTI in the amount of \$36,330.84 for the **2 - Toro Workman GTX Lithium Lifted**. This unit meets or exceeds all specifications. This unit is cheaper in the overall bid package pricing from MTI.

**Item. 12 –Vacuum Excavator 2026 or Current Model Year**

Staff recommend accepting the bid submitted by Ditch Witch in the amount of \$56,655.65 for the **Ditch Witch HX20G**. This unit meets or exceeds all specifications. We recommend extending the warranty by an extra 2 years for an additional \$2,680.65. With this addition we are still under our budgeted amount and lowest overall bid on this unit.

<p><b>Item. 1</b>  <b>16ft Rotary Mower</b></p> <p>MTI Distributing, Inc.  Toro 5910  \$ 165,466.88</p> 	<p><b>Item. 2</b>  <b>(8) 72-inch Rotary Zero Turn Mower</b></p> <p>Valley Plains  John Deere Z994R  \$ 148,000.00</p> 
<p><b>Item. 3</b>  <b>200 Gal. Cart Sprayer</b></p> <p>MTI Distributing, Inc.  Toro Workman HDX/Multipro Sprayer  \$ 80,637.87</p> 	<p><b>Item. 4</b>  <b>Small area Rotary Mower</b></p> <p>MTI Distributing, Inc.  Toro 3500-D  \$ 48,560.46</p> 

<p><b>Item. 5</b>  <b>10ft Rotary Mower</b></p> <p>MTI Distributing, Inc.  Toro 4000-D  \$ 94,354.26</p> 	<p><b>Item. 6</b>  <b>(2) Medium Duty Electric Utility Vehicle</b></p> <p>MTI Distributing, Inc.  Toro Workman MDX Lithium  \$ 46,463.44</p> 
<p><b>Item. 7</b>  <b>Medium Duty Gas Utility Vehicle with Beverage/Concessions Box</b></p> <p>MTI Distributing, Inc.  Toro Workman MDX / Fairway Café Grande  \$ 30,010.37</p> 	<p><b>Item. 8</b>  <b>(2) Medium Duty Gas Utility Vehicle</b></p> <p>MTI Distributing, Inc.  Toro Workman MDX  \$ 31,190.64</p> 

<p><b>Item. 9</b>  <b>Sand Bunker Maintenance Rake</b></p> <p>MTI Distributing, Inc.  Toro 5040  \$ 36,383.10</p> 	<p><b>Item. 10</b>  <b>Utility Vehicle with Ball Picker Cage</b></p> <p>MTI Distributing, Inc.  Toro Workman GTX  \$ 16,411.91</p> 
<p><b>Item. 11</b>  <b>(2) Light Duty Electric Utility Vehicle</b></p> <p>MTI Distributing, Inc.  Toro Workman GTX  \$ 36,330.84</p> 	<p><b>Item. 12</b>  <b>Vacuum Excavator</b></p> <p>Ditch Witch  Ditch Witch HX20G  \$ 56,655.65</p> 



## MEMORANDUM

DATE: February 10, 2026

TO: Fargo Park Board Committee Members

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (d) - Approval of Selkirk 4<sup>th</sup> Addition MOU

The Park District and City of Fargo plan to enter into a Memorandum of Understanding (MOU) for construction and maintenance of Selkirk Development or Clay Hector Park. While planning the park, the Developer, Parks Staff, and City Staff began collaborating on design, construction, and maintenance responsibilities for the park. This MOU outlines each entity's responsibilities.

The Park District will work collaboratively with the City and Developer to design the park. The City will develop plans and construct infrastructure items outlined in the MOU. The Park District will develop plans and construct the park amenities outlined in the MOU. The city will maintain the stormwater facilities as outlined in the MOU. The Park District will maintain all other amenities within the park as outlined in the MOU.

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

Thank you.

**MEMORANDUM OF UNDERSTANDING  
STORM WATER POND AND PARK FACILITIES**

This Memorandum of Understanding (“**MOU**” or “**Agreement**”) is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 (“**City**” or “**Fargo**”), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (the “**Park District**”). Together City and the Park District may be referred to as the “**Parties**”.

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

**WHEREAS**, City and Park District desire to have shared facilities to support the Selkirk Place Additions, now existing and as developed in the future; and

**WHEREAS**, City desires to construct a storm water retention pond on a portion of real property owned by the Park District within Selkirk Place Fourth Addition; and

**WHEREAS**, Park District desires to have shared use paths installed along with other improvements, including but not limited to native grasses, nature trails, and playground equipment, within Selkirk Place Fourth Addition; and

**WHEREAS**, City and Park District now wish to memorialize certain terms, conditions, and understanding with respect to the storm water retention pond and planned park facilities/amenities within the Selkirk Place Fourth Addition; and

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. City currently owns Lot 29, Block 9 of Selkirk Place Fourth Addition.
2. Dedication to Park District. As part of the platting of Selkirk Place Fourth Addition, the Developer is dedicating Lot 15, Block 9, and the City is dedicating Lot 29, Block 9 (“**Park Property**”) to the Park District.
3. Selkirk Place Fourth Pond and Other Storm Water Facilities. Developer has submitted to City a master storm water plan for the entirety of Selkirk Place, both existing and future additions. The master storm water plan demonstrates the necessity for construction of storm water facilities onto the Park Property. To support the Selkirk Place Fourth Addition and future Selkirk Place Additions, a storm water pond and additional storm water facilities must be constructed on the Park Property. The Developer’s overall plan concept is attached hereto as Exhibit A.

4. Grant of Easement and Access. Park District hereby agrees it will grant unto City an easement for the construction of storm water facilities onto the Park Property. Park District shall grant unto City the necessary access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City.

5. Storm Water Facilities Construction and Maintenance. City shall be solely responsible for the construction necessary for the Selkirk Place Fourth Pond, construction of the storm sewer utilities, site grading on the Park Property, and all necessary appurtenances thereto, including installation of storm water pipe and structures. City shall be responsible for future maintenance of the Selkirk Place Fourth Pond, including removal of sediment within the pond, erosion repair, storm sewer maintenance, and/or replacement and other maintenance deemed necessary by City, in its sole discretion. City shall not be responsible for repairing or correcting erosion or bank sloughing which City deems insignificant or unnecessary to repair, nor repairing or maintaining any Park District improvements made within the easement area of the Park Property. The Parties agree that Park District, in its discretion, may repair or correct erosion or bank sloughing of the Selkirk Place Fourth Pond which City deems insignificant or unnecessary to repair and that, if Park District undertakes such repairs or corrective work, it shall be at the sole cost and expense of Park District.

6. Shared Use Paths. Park District desires to have shared use paths installed from 69th Avenue South to the south end of Lot 15, Block 9 of Selkirk Place Fourth Addition. Developer has requested City to install the concrete shared use paths, and City is willing to undertake such construction and installation as part of the infrastructure project to support Selkirk Place Fourth Addition. Park District has requested, and the Parties hereby agree, that the costs of construction and installation of the shared use paths will be specially assessed to the properties within the Selkirk Place Fourth Addition, in accordance with the City's Infrastructure Funding Policy in effect at the time of such construction. More specifically, the shared use paths will be constructed by City and located on Lots 15 and 29, Block 9 of Selkirk Place Fourth Addition, which will be owned by the Park District.

After initial construction of the shared use paths, City shall not be responsible for the maintenance, repair, or upkeep of the shared use paths within the Selkirk Place Fourth Addition except that City will be responsible for repairing any damage to the concrete caused by the City.

7. Other Park District Improvements. Park District intends to complete, at its discretion, other improvements and amenities to the Park Property located within the Selkirk Place Fourth Addition, including planting native grasses, creating nature trails, park shelter, installing playground equipment, and concrete playground border. Park District hereby agrees that the installation and completion of the other improvements and amenities shall not impact the storm water capacity, the pond, or the storm sewer utilities within Selkirk Place Fourth Addition. City shall not be responsible for the maintenance, repair, or upkeep of any of the Park District's improvements or amenities within the Selkirk Place Fourth Addition, other than as specified in paragraphs 5 and 6 above.

8. Park District General Maintenance. Park District shall be responsible for any and all maintenance not specifically designated to the City in paragraphs 5 and 6 above, including but not limited to vegetation establishment, grass mowing, weed treatment, tree trimming, tree planting, pavement repairs, maintenance, and reconstruction, snow and debris removal, and playground and

equipment maintenance. Park District understands and agrees that it may not construct any improvements or amenities which interfere in any way with the Selkirk Place Fourth Pond or storm sewer utilities. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond levels, without prior written consent of City.

9. Signage and Lighting. The Parties agree that City shall be responsible for signage pertaining to the storm water retention ponds within all Selkirk Place Additions. At its discretion, with City approval, Park District may place additional signage and lighting on Lots 15 and 29, Block 9 of Selkirk Place Fourth Addition as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the signage and lighting will not be impacted by the varying levels of the Selkirk Place Fourth Pond following a large rain event.

10. Insurance. Both Parties shall secure and be responsible for the necessary insurance for their respective proposed uses and rights under this Agreement.

11. Dispute Resolution.

- a. City and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

12. Term. The Parties further agree that the term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement at any time, at least 180 days' prior written notice shall be given to the other party. This Agreement is personal as to the Parties, and may not be assigned or transferred without the other party's written consent.

13. Release and Waiver. In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, from the beginning of time, and each party

understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

14. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo  
ATTN: City Auditor  
Fargo City Hall  
225 4th Street North  
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo  
ATTN: Finance Director  
6100 38th Street South  
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

15. Time of the Essence. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

16. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the Parties' rights, duties and obligations under prior agreements pertaining to the other Selkirk Place Additions.

17. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

18. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

19. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this Agreement.

20. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

21. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.

212. Rules of Construction. The Parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

23. Representation. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

24. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By:

Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

Park District of the City of Fargo

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By:

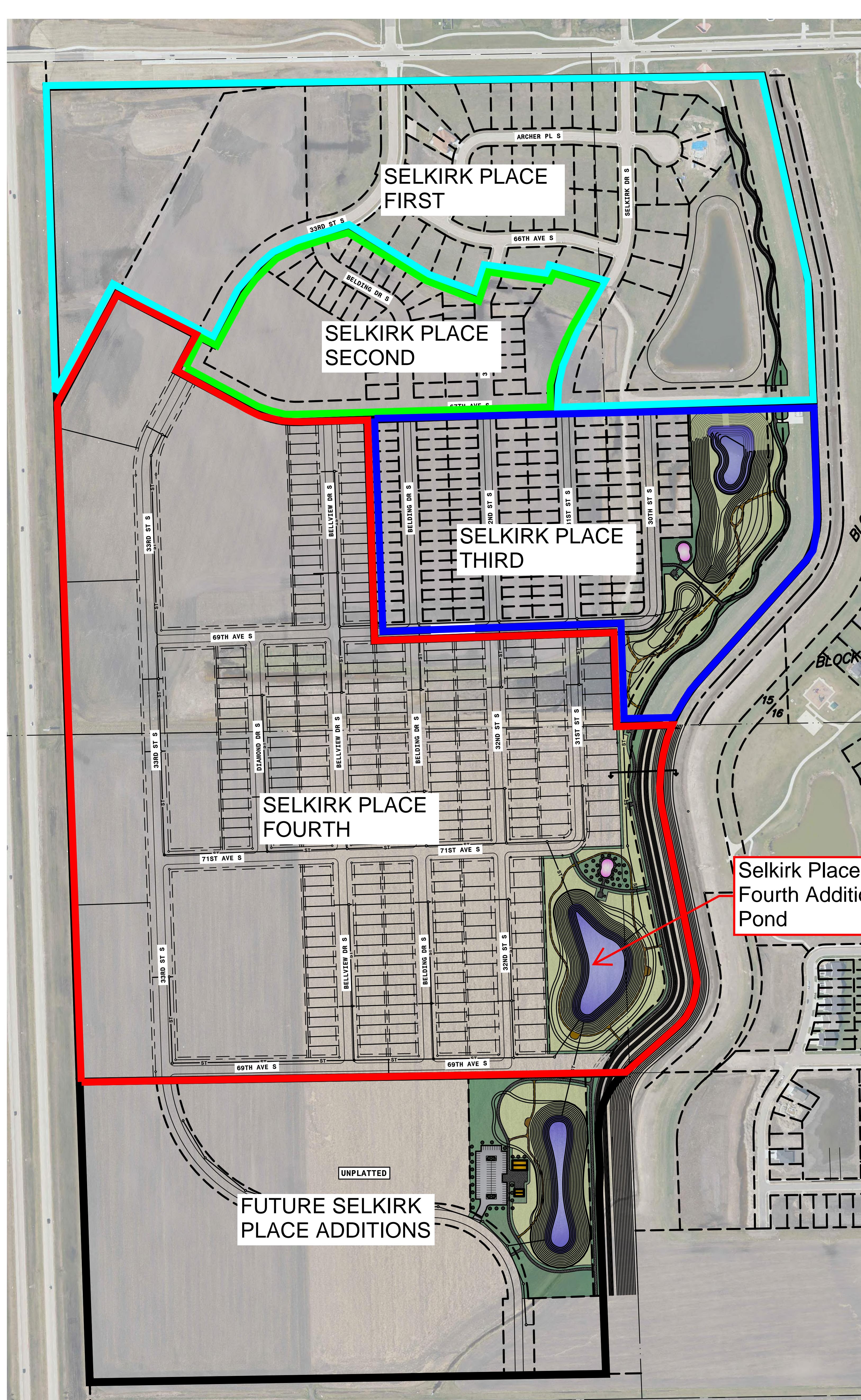
Its:

ATTEST:

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\_\_\_\_\_, Clerk

EXHIBIT “A”



# MBN

ENGINEERING

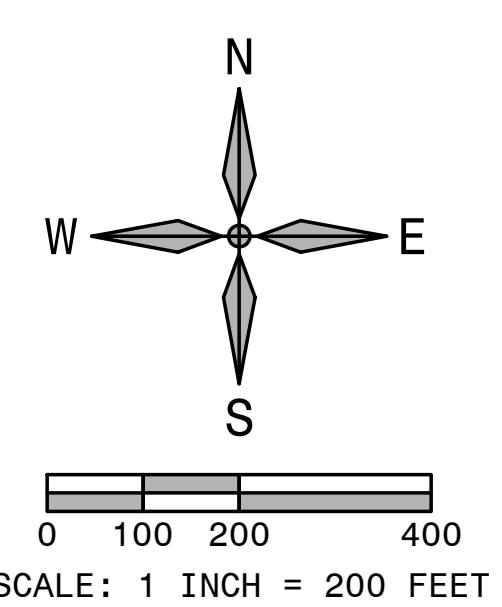
**MECHANICAL \* ELECTRICAL \* CIVIL**

# ADDITION BROOKINGS, NORTH DAKOTA

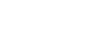
## **FARGO, NORTH DAKOTA**

MBN JOB #: 25-128 DATE: 6-27-25

# C1 . 0



## LEGEND

-  NATIVE PRAIRIE GRASS MIX
-  FESCUE GRASS MIX
-  NATIVE PLAYGROUND/PEDESTRIAN AREAS
-  WET DETENTION POND
-  NATIVE TRAILS
-  REINFORCED CONCRETE TRAILS

0 100 200 400  
SCALE: 1 INCH = 200 FEET

# SELKIRK MASTER PLAN

**PERMANENT EASEMENT**  
(Retention Pond)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement for the construction of a retention pond, together with any and all other appurtenant structures or devices, said tracts of land being described as follows:

**POND EASEMENT DESCRIPTION**

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence

South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made. Grantee, its successor and assigns, will perform any and all maintenance required to the above-described tracts of land, including but not limited to pond slope maintenance, erosion control devices, and turf maintenance.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said retention pond, as constructed, and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract so as to interfere with said retention pond.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be  
executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

## PARK DISTRICT OF THE CITY OF FARGO

By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

Notary Public  
My Commission Expires:

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

---

Timothy J. Mahoney, Mayor

**ATTEST:**

---

Angie Bear, Deputy City Auditor

STATE OF NORTH DAKOTA    )  
                                  )  
COUNTY OF CASS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

---

Notary Public  
My Commission Expires:

The legal description was prepared by:  
Shawn M. Thomasson (LS-5900)  
Professional Land Surveyor  
Bolton & Menk  
3168 41<sup>st</sup> St S, Suite 2  
Fargo ND 58104  
(701) 566-5339

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N.  
Fargo, ND 58102  
(701) 232-8957

# **EXHIBIT A**

# EASEMENT EXHIBIT

## POND EASEMENT DESCRIPTION

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

## SURVEYOR'S NOTES:

1. Bearing Orientation: Selkirk Place Fourth Addition, according to the recorded plat thereof.
2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.



<p>EASEMENT EXHIBIT CASS COUNTY, NORTH DAKOTA</p> <p><b>BOLTON &amp; MENK</b></p>	<p>PART OF LOTS 15 &amp; 29, BLOCK 9, SELKIRK PLACE FOURTH ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA</p> <p>FOR: EAGLERIDGE DEVELOPMENT</p>
	DRAWN BY: SMT

## EASEMENT EXHIBIT

### STORM SEWER EASEMENT DESCRIPTION

That part of Lot 15, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 40.00 feet wide, 20.00 feet on each side of a centerline described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 88.41 feet to the point of beginning of said centerline; thence North 22 degrees 12 minutes 29 seconds West for a distance of 111.79 feet to a point on a line 10.00 feet south of, as measured at a right angle to and parallel with the northerly line of said Lot 15 and said centerline there terminates. The sidelines of said 40.00 foot wide strip shall be lengthened or shortened to terminate on said parallel line 10.00 feet south of the northerly line of Lot 15 and on lines bearing South 87 degrees 59 minutes 22 seconds West and North 87 degrees 59 minutes 22 seconds East from the point of beginning.

AND

That part of Lot 29, Block 9 said SELKIRK PLACE FOURTH ADDITION, described as follows:

Beginning at the northwest corner of said Lot 29; thence South 02 degrees 09 minutes 40 seconds East on a record bearing along the west line of said Lot 29 for a distance of 471.55 feet to the southeast corner of Lot 14, said Block 9; thence North 88 degrees 05 minutes 22 seconds East on the easterly extension of the south line of said Lot 14 for a distance of 20.95 feet; thence South 11 degrees 40 minutes 42 seconds East for a distance of 258.11 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 40.00 feet to the easterly line of said Lot 29; thence North 11 degrees 40 minutes 42 seconds West along said easterly line for a distance of 340.67 feet; thence northerly, along said easterly line, on a tangential curve concave to the east, having a radius of 747.96 feet and a central angle of 15 degrees 06 minutes 03 seconds for an arc distance of 197.13 feet; thence North 02 degrees 09 minutes 40 seconds West for a distance of 186.28 feet to the north line of said Lot 29; thence South 89 degrees 05 minutes 56 seconds West along said north line for a distance of 40.01 feet to the point of beginning.

The above described tract contains a combined 34,565 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

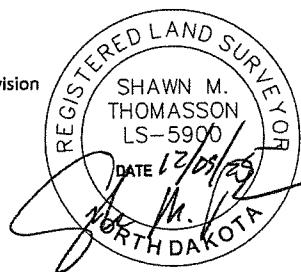
### SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of North Dakota.

Shawn M. Thomasson, ND PLS 5900

12-05-25

Date



State of North Dakota

SS

County of Cass

On this a day of December, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

Amber Coulthart  
Notary Public

AMBER COULTHART  
Notary Public  
State Of North Dakota  
My Commission Expires July 1, 2029

<b>EASEMENT EXHIBIT</b> CASS COUNTY, NORTH DAKOTA		PART OF LOTS 15 & 29, BLOCK 9, SELKIRK PLACE FOURTH ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
 <b>BOLTON &amp; MENK</b>	3168 41ST STREET SOUTH SUITE 2 FARGO, ND 58104 (701) 566-5339	FOR: EAGLERIDGE DEVELOPMENT

## *EASEMENT EXHIBIT*

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SHEET 3 OF 3

PART OF LOTS 15 & 29, BLOCK 9,  
SELKIRK PLACE FOURTH ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
  
FOR: EAGLERIDGE DEVELOPMENT

3168 41ST STREET SOUTH  
SUITE 2  
FARGO, ND 58104  
(701) 566-5339

DRAWN BY: SMT

JOB NUMBER: 25X138771

**MEMORANDUM OF UNDERSTANDING  
STORM WATER POND AND PARK FACILITIES**

This Memorandum of Understanding (“**MOU**” or “**Agreement**”) is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 (“**City**” or “**Fargo**”), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (the “**Park District**”). Together City and the Park District may be referred to as the “**Parties**”.

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

**WHEREAS**, City and Park District desire to have shared facilities to support the Selkirk Place Additions, now existing and as developed in the future; and

**WHEREAS**, City desires to construct a storm water retention pond on a portion of real property owned by the Park District within Selkirk Place Fourth Addition; and

**WHEREAS**, Park District desires to have shared use paths installed along with other improvements, including but not limited to native grasses, nature trails, and playground equipment, within Selkirk Place Fourth Addition; and

**WHEREAS**, City and Park District now wish to memorialize certain terms, conditions, and understanding with respect to the storm water retention pond and planned park facilities/amenities within the Selkirk Place Fourth Addition; and

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. City currently owns Lot 29, Block 9 of Selkirk Place Fourth Addition.
2. Dedication to Park District. As part of the platting of Selkirk Place Fourth Addition, the Developer is dedicating Lot 15, Block 9, and the City is dedicating Lot 29, Block 9 (“**Park Property**”) to the Park District.
3. Selkirk Place Fourth Pond and Other Storm Water Facilities. Developer has submitted to City a master storm water plan for the entirety of Selkirk Place, both existing and future additions. The master storm water plan demonstrates the necessity for construction of storm water facilities onto the Park Property. To support the Selkirk Place Fourth Addition and future Selkirk Place Additions, a storm water pond and additional storm water facilities must be constructed on the Park Property. The Developer’s overall plan concept is attached hereto as Exhibit A.

4. Grant of Easement and Access. Park District hereby agrees it will grant unto City an easement for the construction of storm water facilities onto the Park Property. Park District shall grant unto City the necessary access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City.

5. Storm Water Facilities Construction and Maintenance. City shall be solely responsible for the construction necessary for the Selkirk Place Fourth Pond, construction of the storm sewer utilities, site grading on the Park Property, and all necessary appurtenances thereto, including installation of storm water pipe and structures. City shall be responsible for future maintenance of the Selkirk Place Fourth Pond, including removal of sediment within the pond, erosion repair, storm sewer maintenance, and/or replacement and other maintenance deemed necessary by City, in its sole discretion. City shall not be responsible for repairing or correcting erosion or bank sloughing which City deems insignificant or unnecessary to repair, nor repairing or maintaining any Park District improvements made within the easement area of the Park Property. The Parties agree that Park District, in its discretion, may repair or correct erosion or bank sloughing of the Selkirk Place Fourth Pond which City deems insignificant or unnecessary to repair and that, if Park District undertakes such repairs or corrective work, it shall be at the sole cost and expense of Park District.

6. Shared Use Paths. Park District desires to have shared use paths installed from 69th Avenue South to the south end of Lot 15, Block 9 of Selkirk Place Fourth Addition. Developer has requested City to install the concrete shared use paths, and City is willing to undertake such construction and installation as part of the infrastructure project to support Selkirk Place Fourth Addition. Park District has requested, and the Parties hereby agree, that the costs of construction and installation of the shared use paths will be specially assessed to the properties within the Selkirk Place Fourth Addition, in accordance with the City's Infrastructure Funding Policy in effect at the time of such construction. More specifically, the shared use paths will be constructed by City and located on Lots 15 and 29, Block 9 of Selkirk Place Fourth Addition, which will be owned by the Park District.

After initial construction of the shared use paths, City shall not be responsible for the maintenance, repair, or upkeep of the shared use paths within the Selkirk Place Fourth Addition except that City will be responsible for repairing any damage to the concrete caused by the City.

7. Other Park District Improvements. Park District intends to complete, at its discretion, other improvements and amenities to the Park Property located within the Selkirk Place Fourth Addition, including planting native grasses, creating nature trails, park shelter, installing playground equipment, and concrete playground border. Park District hereby agrees that the installation and completion of the other improvements and amenities shall not impact the storm water capacity, the pond, or the storm sewer utilities within Selkirk Place Fourth Addition. City shall not be responsible for the maintenance, repair, or upkeep of any of the Park District's improvements or amenities within the Selkirk Place Fourth Addition, other than as specified in paragraphs 5 and 6 above.

8. Park District General Maintenance. Park District shall be responsible for any and all maintenance not specifically designated to the City in paragraphs 5 and 6 above, including but not limited to vegetation establishment, grass mowing, weed treatment, tree trimming, tree planting, pavement repairs, maintenance, and reconstruction, snow and debris removal, and playground and

equipment maintenance. Park District understands and agrees that it may not construct any improvements or amenities which interfere in any way with the Selkirk Place Fourth Pond or storm sewer utilities. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond levels, without prior written consent of City.

9. Signage and Lighting. The Parties agree that City shall be responsible for signage pertaining to the storm water retention ponds within all Selkirk Place Additions. At its discretion, with City approval, Park District may place additional signage and lighting on Lots 15 and 29, Block 9 of Selkirk Place Fourth Addition as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the signage and lighting will not be impacted by the varying levels of the Selkirk Place Fourth Pond following a large rain event.

10. Insurance. Both Parties shall secure and be responsible for the necessary insurance for their respective proposed uses and rights under this Agreement.

11. Dispute Resolution.

- a. City and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

12. Term. The Parties further agree that the term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement at any time, at least 180 days' prior written notice shall be given to the other party. This Agreement is personal as to the Parties, and may not be assigned or transferred without the other party's written consent.

13. Release and Waiver. In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, from the beginning of time, and each party

understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

14. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo  
ATTN: City Auditor  
Fargo City Hall  
225 4th Street North  
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo  
ATTN: Finance Director  
6100 38th Street South  
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

15. Time of the Essence. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

16. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the Parties' rights, duties and obligations under prior agreements pertaining to the other Selkirk Place Additions.

17. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

18. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

19. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this Agreement.

20. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

21. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.

212. Rules of Construction. The Parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

23. Representation. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

24. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By:

Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

---

---

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

Park District of the City of Fargo

---

By:

Its:

ATTEST:

---

\_\_\_\_\_, Clerk

EXHIBIT “A”



**PERMANENT EASEMENT**  
(Retention Pond)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement for the construction of a retention pond, together with any and all other appurtenant structures or devices, said tracts of land being described as follows:

**POND EASEMENT DESCRIPTION**

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence

South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made. Grantee, its successor and assigns, will perform any and all maintenance required to the above-described tracts of land, including but not limited to pond slope maintenance, erosion control devices, and turf maintenance.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said retention pond, as constructed, and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract so as to interfere with said retention pond.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be  
executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

## PARK DISTRICT OF THE CITY OF FARGO

By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

Notary Public  
My Commission Expires:

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

---

Timothy J. Mahoney, Mayor

**ATTEST:**

---

Angie Bear, Deputy City Auditor

STATE OF NORTH DAKOTA    )  
                                  )  
COUNTY OF CASS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

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Notary Public  
My Commission Expires:

The legal description was prepared by:  
Shawn M. Thomasson (LS-5900)  
Professional Land Surveyor  
Bolton & Menk  
3168 41<sup>st</sup> St S, Suite 2  
Fargo ND 58104  
(701) 566-5339

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N.  
Fargo, ND 58102  
(701) 232-8957

# **EXHIBIT A**

# EASEMENT EXHIBIT

## POND EASEMENT DESCRIPTION

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

## SURVEYOR'S NOTES:

1. Bearing Orientation: Selkirk Place Fourth Addition, according to the recorded plat thereof.
2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.



<p>EASEMENT EXHIBIT CASS COUNTY, NORTH DAKOTA</p> <p><b>BOLTON &amp; MENK</b></p>	<p>PART OF LOTS 15 &amp; 29, BLOCK 9, SELKIRK PLACE FOURTH ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA</p> <p>FOR: EAGLERIDGE DEVELOPMENT</p>
	DRAWN BY: SMT

## EASEMENT EXHIBIT

### STORM SEWER EASEMENT DESCRIPTION

That part of Lot 15, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 40.00 feet wide, 20.00 feet on each side of a centerline described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 88.41 feet to the point of beginning of said centerline; thence North 22 degrees 12 minutes 29 seconds West for a distance of 111.79 feet to a point on a line 10.00 feet south of, as measured at a right angle to and parallel with the northerly line of said Lot 15 and said centerline there terminates. The sidelines of said 40.00 foot wide strip shall be lengthened or shortened to terminate on said parallel line 10.00 feet south of the northerly line of Lot 15 and on lines bearing South 87 degrees 59 minutes 22 seconds West and North 87 degrees 59 minutes 22 seconds East from the point of beginning.

AND

That part of Lot 29, Block 9 said SELKIRK PLACE FOURTH ADDITION, described as follows:

Beginning at the northwest corner of said Lot 29; thence South 02 degrees 09 minutes 40 seconds East on a record bearing along the west line of said Lot 29 for a distance of 471.55 feet to the southeast corner of Lot 14, said Block 9; thence North 88 degrees 05 minutes 22 seconds East on the easterly extension of the south line of said Lot 14 for a distance of 20.95 feet; thence South 11 degrees 40 minutes 42 seconds East for a distance of 258.11 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 40.00 feet to the easterly line of said Lot 29; thence North 11 degrees 40 minutes 42 seconds West along said easterly line for a distance of 340.67 feet; thence northerly, along said easterly line, on a tangential curve concave to the east, having a radius of 747.96 feet and a central angle of 15 degrees 06 minutes 03 seconds for an arc distance of 197.13 feet; thence North 02 degrees 09 minutes 40 seconds West for a distance of 186.28 feet to the north line of said Lot 29; thence South 89 degrees 05 minutes 56 seconds West along said north line for a distance of 40.01 feet to the point of beginning.

The above described tract contains a combined 34,565 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

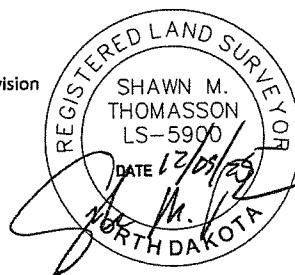
### SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of North Dakota.

Shawn M. Thomasson, ND PLS 5900

12-05-25

Date



State of North Dakota

SS

County of Cass

On this a day of December, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

Amber Coulthart  
Notary Public

AMBER COULTHART  
Notary Public  
State Of North Dakota  
My Commission Expires July 1, 2029

<b>EASEMENT EXHIBIT</b> CASS COUNTY, NORTH DAKOTA		PART OF LOTS 15 & 29, BLOCK 9, SELKIRK PLACE FOURTH ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
 <b>BOLTON &amp; MENK</b>	3168 41ST STREET SOUTH SUITE 2 FARGO, ND 58104 (701) 566-5339	FOR: EAGLERIDGE DEVELOPMENT





## MEMORANDUM

DATE: February 10, 2026

TO: Fargo Park Board Committee Members

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (e) - Approval of Brookstone Payment in Lieu Agreement

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As part of the Brookstone Payment in Lieu Agreement by and between Brookstone Property, LLC, (Developer) the Fargo Park District of the City of Fargo (Park District), Developer owns ±41.24 acres of real property located in the City of Fargo. The Developer's Property is not of sufficient size to commit property within the Developer's Property for a typical park, the Park District has requested, and the Developer has agreed to provide a cash payment in lieu of dedicating a typical park. The cash payment shall be used for the improvements and construction in the nearby and planned Covey Ranch Park. The Developer shall also dedicate a lot that shall be used for a trail connection.

The Developer has agreed to pay to the Park District a payment in lieu of dedicating a typical park within the Developer's Property in the amount of \$239,876.28.

The Fargo Park District Attorney, Jeff Gunkelman, has reviewed the Payment in Lieu Agreement.

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

Thank you.

## **PAYMENT IN LIEU OF PARK AGREEMENT**

### Brookstone Addition

This Park Development Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Brookstone Property, LLC, whose post office address is 5302 51st Ave S, Ste A Fargo ND, 58104 ("Developer"), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 ("Park District").

#### Preliminary Statements

Developer is the owner of a ±41.24 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 development on the Developer Property in which the Developer desires to include and dedicate one lot of approximately 0.15 acres on the Developer Property as generally shown in Exhibit "A". Developer's focus is to create a trail connection to the regional trail along the drain.

#### 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 Lot that is described herein. Each of the parties is an independent contractor and although they shall coordinate their efforts to develop the Park Lot, maybe to include elements of design, access, and amenities, neither party is assuming any obligation from the other party.
  
2. **Conveyances.** Park Lot. On the date of closing, as herein described, Developer shall cause to be transferred and conveyed to Park District approximately 0.15 acres that constitutes the Park Lot, 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 Lot to public use. The 0.15 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.

Developer shall provide the Park District an abstract of title to the Park Lot no later than ten (10) days prior to closing. Closing date shall be within thirty (30) days of recording of Plat.

3. **Payment in Lieu of Park.** In light of the fact that the Developer's Property is not of sufficient size to commit property within the Developer's Property for a typical park, the Park District has requested, and the Developer has agreed to provide a cash payment in lieu of dedicating a specific park, which cash payment shall be used for the construction and improvements of nearby parks in Covey Ranch Park. The Park Lot, as shown on the site plan attached as Exhibit "A" shall be used for a trail connection. The 0.15 acre parcel shall be reduced from the 3.40 acre requirement.

The Developer has agreed to pay to the Park District a payment in lieu of dedicating a typical park within the Developer's Property in the amount of \$239,876.28. The \$239,876.28 payment shall be paid under the following schedule:

The above-described payment shall be due within ninety (90) days following the issuance of the first building permit in the Development Property.

4. **Open Records.** It 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.

5. **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 supersede all prior discussions with respect to such matters.
- b. The Developer, at its sole cost and expense, shall provide the following, with regard to the Park Lot:
  - i. Prepare a complete boundary survey of the Park Lot showing all rights-of-way, easements and any other physical burdens that may encumber the Park Lot and, which survey shall show the location of trails leading to the Park Lot. The Developer shall cause the Park Lot 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. Should such test disclose that the Park Lot cannot support the intended park development or if there are environmentally hazardous conditions on the Developer Property and/or Park Lot, the Park District will not be required to close and accept the portion of the Developer Property to be included in the Park Lot.
- c. This Agreement shall be binding upon and inure to the benefit of all the parties and their respective successors and assigns.
- d. Special Assessments. The parties acknowledge and the Developer agrees, the Park Lot shall not be subject to any special assessments.
- e. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.
- f. This Agreement may be modified only by a written document signed by all parties. A purported oral modification shall not be effective.

## DEVELOPER

DEVELOPER  
Brookstone Property, LLC

By

Its President

By

Its

**PARK DISTRICT:**

THE PARK DISTRICT OF THE  
CITY OF FARGO

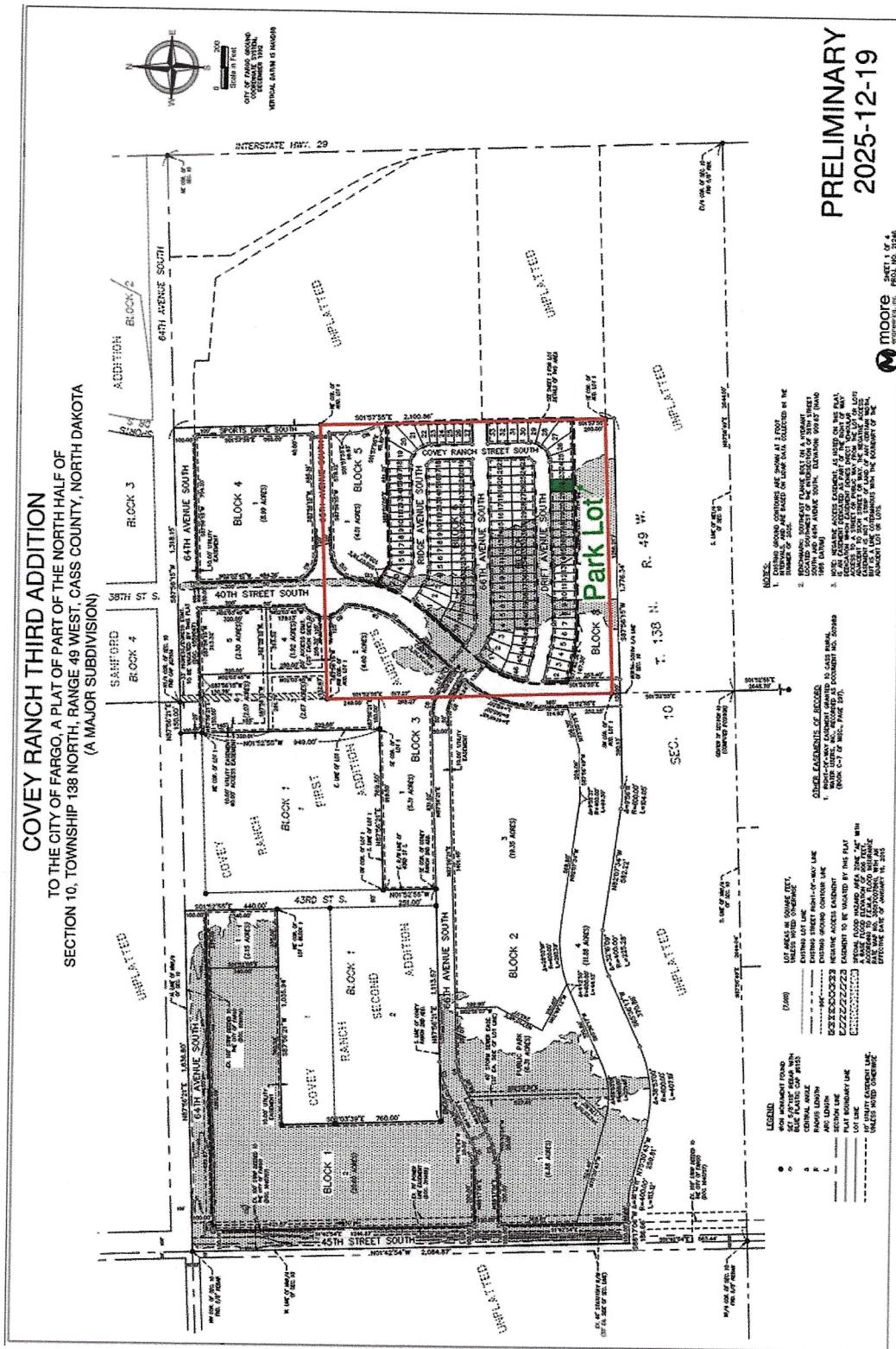
Bv

## Its President

By

Its Clerk

EXHIBIT "A"





## M E M O R A N D U M

DATE: February 10, 2026

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Executive Director

RE: Consent Agenda Item (f) – Approval of Updated Governance Policies

The Governance Committee met and reviewed policies and suggested minor changes to the following two policies:

### **Board Culture (GP-2)**

A minor update to note that Fargo Park Board meetings are also livestreamed on YouTube and Facebook.

Following the regular Fargo Park Board meetings, a video of the meeting will be posted on the Park Board Meetings page by the following week. A rebroadcast of Fargo Park Board Meetings is available on Thursdays at 9:00 p.m. and Fridays at 4:00 p.m. on Channel 56. This channel is only broadcast in the City of Faro and is viewable by Sparklight and Midco customers. **The meeting is also available live on YouTube and Facebook.** Meeting minutes are posted approximately two days after Board approval at the following month's regular meeting.

### **Committee Structure (GP-5)**

A minor change to note the removal of a sentence in the first paragraph of the policy.

A committee is a Board committee only if it comes from the Board's organizational structure and its work is intended to support the Board's work. The only Board committees are those listed in this policy. All Board members are welcome to attend committee meetings **as audience members**. The committee chair and Executive Director will create committee agendas. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees.

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

Thank you.

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

## GP 2 Board Culture

The Commissioners will govern lawfully, make all official decisions by formal vote, and, as a Board, govern with a long-term vision.

1. The Commissioners will function as a single unit. Individual members will voice their opinions, but the group will make decisions by a formal vote. No commissioner officer, individual, or committee will be permitted to limit the Board's performance or prevent it from fulfilling its commitments.
2. The Commissioners are accountable for their performance and dedicated to continuous improvement. They pledge to provide their members with the necessary training and professional support to govern effectively.
3. To ensure that the Board's business meetings are conducted with maximum effectiveness and efficiency, members will:
  - Use Roberts Rule of Order as the basis for the format of all Board meetings.
  - Come to meetings adequately prepared.
  - Support the President of the Board in facilitating an orderly meeting.
  - Communicate openly and actively in conversation and dialog.
  - Encourage the balanced participation of all members.
4. The Fargo Park Board adheres to a regular meeting schedule, convening on the second Tuesday of each month, except in August and September, when the meeting is held on the first Tuesday. This consistent schedule, available on the Park Board Schedule webpage, ensures the Board's business is conducted promptly and efficiently. Meetings commence at 5:30 pm at the Fargo Parks Sports Center. The agenda for regular meetings is accessible on the Park Board Meetings page by the Friday before the meeting. Additionally, the Fargo Park Board meeting agendas are published in The Fargo Forum the Monday before the meeting.
5. Board Meeting Agenda Format
  - Call to Order
  - Approve Order of Agenda
  - Consent Agenda
  - Regular Agenda
    - a. Recognition of Audience/Public Comments
    - b. Director's Report
    - c. Reports
    - d. Adjourn

6. Consent Agenda

The Board will use a consent agenda to expedite the disposition of routine matters. An item may be removed from the consent agenda upon the concurrence of a majority of the Commissioners' members present and voting. The President of the Board will place the removed item on the regular agenda.

7. Recognition of Audience/Public Comments

- Citizens wishing to address the Park Board may do so during each meeting agenda's Recognition of Audience portion.
- Those wanting to address the Board must sign up on the sheet in the Board Room before the meeting.
- Each citizen who signs up to address the Board is asked to state their name and address for the record.
- The Board is interested in hearing citizen comments and will listen carefully but may not respond or debate issues in this forum.
- To allow the most opportunity for engagement with as many residents as possible, each speaker is asked to keep their remarks to the board to 3 minutes or less.
- All comments are made to the Board and not to individuals in the audience.
- The Board will not hear personal complaints against anyone connected with the Park District.
- Groups of individuals addressing a common concern are asked to designate a spokesperson.

8. Statement read by President

9. Following the regular Fargo Park Board meetings, a video of the meeting will be posted on the Park Board Meetings page by the following week. A rebroadcast of Fargo Park Board Meetings is available on Thursdays at 9:00 p.m. and Fridays at 4:00 p.m. on Channel 56. This channel is only broadcast in the City of Fargo and is viewable by Sparklight and Midco customers. Meeting minutes are posted approximately two days after Board approval at the following month's regular meeting.

10. The Commissioners will be governed by a set of policies called "Governance Policies" and may be revised or amended at any time by majority vote. Proposed policy revisions will be referred to the Governance Committee. Subsequent committee recommendations will be brought to the full Board for approval.

**Monitoring Method:** **Commissioner self-assessment**

**Monitoring Frequency:** **Reviewed annually**

**Adopted**

## GP 5 Committee Structure

A committee is a Board committee only if it comes from the Board's organizational structure and its work is intended to support the Board's work. The only Board committees are those listed in this policy. All Board members are welcome to attend committee meetings. The committee chair and Executive Director will create committee agendas. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees.

All committee meetings are public meetings subject to North Dakota open meeting statutes regarding public notice and written records.

### Committee Meeting Protocol

- Committee meetings are open to the public; proper notification and operation must be followed under the North Dakota open meeting laws.
- Meeting minutes will be posted on the Park District website after the Board approves them.
- Committees are not empowered to make decisions for the Board; instead, they make recommendations for the entire Board's consideration.
- Meeting dates will follow the annual work plan or be scheduled as needed.

### Committee Guiding Principles

When used, Board committees will support the Board's work and never interfere with delegating authority from the Board to the Executive Director.

Accordingly:

- Board committees are to assist the Board in doing its job, not direct the staff.
- Committee meetings are designed as working sessions and are less formal than regular Board meetings. However, the chairperson or any other committee member may institute Robert's Rules of Order during a meeting if they feel it is appropriate.
- Committees ordinarily assist the Board by preparing policy alternatives and implications for consideration.
- Board committees will not directly deal with staff operations unless specifically authorized by the Board.
- Board committees may not speak or act for the Board except when formally given such authority. The Board will carefully state expectations and authority to ensure that committee authority will not conflict with authority delegated to the Executive Director.
- Board committees may not exercise authority over the Executive Director or staff. Because the Executive Director works for the entire Board, any direction to the Executive Director related to a committee recommendation must come from the Board as a whole.
- This policy applies only to committees formed by Board action, whether the committees include Board members. It does not apply to committees formed under the authority of the Executive Director.

- Standing Board Committees will serve for one year. The board evaluates the committees annually and may reinstate, modify, or discontinue them by consensus. Membership expires at the time of reorganization. Standing committees appointed mid-year will serve until the time of reorganization.

The following is a list and definition of current committees:

### **Governance Committee**

#### **Purpose:**

1. Assist the Board President and Executive Director in planning upcoming agendas.
2. Review the Board's Annual Work Calendar.
3. Coordinate and conduct new member orientation.
4. Review when directed by the Board's President and recommend updates to existing Board Governance policies for consideration and action by the Board.
5. Review and recommend updates to existing Board Ordinances for consideration and action by the Board.
6. Monitor federal, state, and city legislation and executive actions about Park District interests, keeping the Board informed regarding such issues.
7. Compile the annual review of the Executive Directors' performance and prepare a recommendation for Board consideration.
8. If there is an opening in the Executive Directors position, the Governance Committee will organize a search process and the subsequent steps necessary to hire a new Executive Director.
9. Work on other projects or issues as assigned by the action of the Board.

**Membership:** The President or Vice President and at least one other Board Member as appointed by the President.

**Staff Support:** Provided by the Executive Director and Administrative Team.

### **Planning Committee**

#### **Purpose**

1. Work with the Administration to review and maintain a strategic plan for annual renewal.
2. Work with the Administration to maintain a long-range financial plan.
3. Work with the Administration to maintain a Capital Improvement Plan.
4. Work with administration to review, create, and recommend to the Board an annual budget.
5. Work with administration to review and prepare finance and budget performance updates for the Board.

**Membership:** The President or Vice President and two other Board Members as appointed by the President.

**Staff Support:** Provided by the Executive Director and Administrative Team.

Each committee will determine the frequency of regular meetings based on its tasks and annual work plan and forward Board meeting agenda items to the Board President and Executive Director.

*\*\*The Board President may make additional assignments at the annual reorganization Board meeting, such as representing the Park District Foundation Board.*

**Monitoring Method:**      **Commissioner self-assessment**

**Monitoring Frequency:**      **Reviewed Annually**

**Adopted**



## M E M O R A N D U M

DATE: February 10, 2026

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 3 – Easement Agreement with Inter Midwest Holdings LLC, The Fargo Park District and Metro Sports Foundation, Inc.

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Jon Kram, General Manager of Metro Sports Foundation, will present an Easement Agreement between Inter Midwest Holdings LLC (IMH), the Fargo Park District, and Metro Sports Foundation, Inc.

IMH has requested that the Fargo Park District establish a non-exclusive easement for parking, pedestrian, and access purposes over and across the lot owned by IMH, for the benefit of the Scheels Arena lot, in order to accommodate overflow event parking related to the operation of Scheels Arena.

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

Thank you.

MOTION RECOMMENDED BY STAFF: I motion to approve the Easement Agreement with Inter Midwest Holdings LLC, The Fargo Park District and Metro Sports Foundation.

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

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

**EASEMENT AGREEMENT**  
(Parking)

THIS EASEMENT AGREEMENT (“Agreement”) is made as of January \_\_\_, 2026, by and among **INTER MIDWEST HOLDINGS LLC**, a North Dakota limited liability company (“IMH”), **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota (“Park District”), and **METRO SPORTS FOUNDATION, INC.**, a North Dakota non-profit corporation (“MSF”).

**RECITALS**

A. IMH is the record owner of real property legally described as follows (hereafter referred to as the “IMH Lot”):

Lot 5, Block 1, of Urban Plains By Brandt Eighth Addition to the City of Fargo, Cass County, North Dakota.

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

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

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

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

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

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

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

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

2. Restrictions. The easement granted by this Agreement shall be limited to the surface of the Parking Easement Area and Pedestrian Easement Area only, and nothing contained in this Agreement shall be construed or implied to create an easement or right of access of any kind to the subsurface of the IMH Lot. No party shall use such Parking Easement Area or Pedestrian Easement Area for any other use which would unreasonably obstruct the free flow of vehicular or pedestrian traffic thereon. No fence, wall, structure or similar barrier which would unreasonably prevent or obstruct the passage of vehicular or pedestrian travel shall be erected or permitted on the Parking Easement Area or Pedestrian Easement Area. No right of passage shall exist (and if existing, may be suspended) for access or parking, for so long as such area is under construction or repair and is then unused for its intended purpose by the owner of the IMH Lot. The owner of the IMH Lot may in its sole and absolute discretion and without the consent of any party to this Agreement, or their successors and assigns, relocate the drives, driveways, lanes and parking spaces upon the IMH Lot, provided that such relocation does not reduce the total number of parking spaces available to the Park District and MSF, and does not materially interfere with the orderly passage, parking and access of vehicles upon the IMH Lot.

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

4. Maintenance Obligations. The Parking Easement Area and Pedestrian Easement Area shall be maintained by the owner of the IMH Lot in good order and repair, in a first class manner consistent with other commercial developments in the region. The maintenance and repair obligations shall include, but not be limited to, the following: (i) maintaining, repairing, replacing and re-striping the Parking Easement Area and Pedestrian Easement Area; (ii) placing, keeping,

operating, repairing, replacing or repainting any appropriate lighting, directional signs or markers for Parking Easement Area and Pedestrian Easement Area; (iii) keeping the Parking Easement Area and Pedestrian Easement Area reasonably clear and free of snow, ice, rubbish and obstructions of every nature; and (iv) maintaining, repairing and replacing any landscaping adjacent to the Parking Easement Area and Pedestrian Easement Area.

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

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

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

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

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

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

11. Waiver. No waiver of any breach of the easement or of any rights, obligations, covenants and/or other provisions herein contained shall be construed as, or constitute, a waiver

of any breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other such easement, rights, obligations, covenants and/or other provisions.

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

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

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

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

*Signatures on following pages.*

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

**INTER MIDWEST HOLDINGS LLC**

By: \_\_\_\_\_  
Alberto M. Arellano, Vice President

STATE OF NORTH DAKOTA      )  
                                    )  
                                    )  
COUNTY OF CASS              )

The foregoing was acknowledged before me this \_\_\_\_ day of January, 2026, by Alberto M. Arellano, the Vice President of Inter Midwest Holdings LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(STAMP)

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

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

By: \_\_\_\_\_  
Jerry Rostad, Vice President

By: \_\_\_\_\_  
Susan Faus, Executive Director

STATE OF NORTH DAKOTA      )  
                                    )  
COUNTY OF CASS              )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Jerry Rostad, the Vice President of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

---

Notary Public

STATE OF NORTH DAKOTA      )  
                                    )  
COUNTY OF CASS              )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Susan Faus, the Executive Director of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

---

Notary Public

**METRO SPORTS FOUNDATION, INC.**

By: \_\_\_\_\_  
Jon Kram, President

STATE OF NORTH DAKOTA      )  
                                    )  
COUNTY OF CASS              )

The foregoing was acknowledged before me this \_\_\_\_ day of January, 2026, by Jon Kram,  
the President of Metro Sports Foundation, Inc., a North Dakota non-profit corporation, on behalf  
of the non-profit corporation.

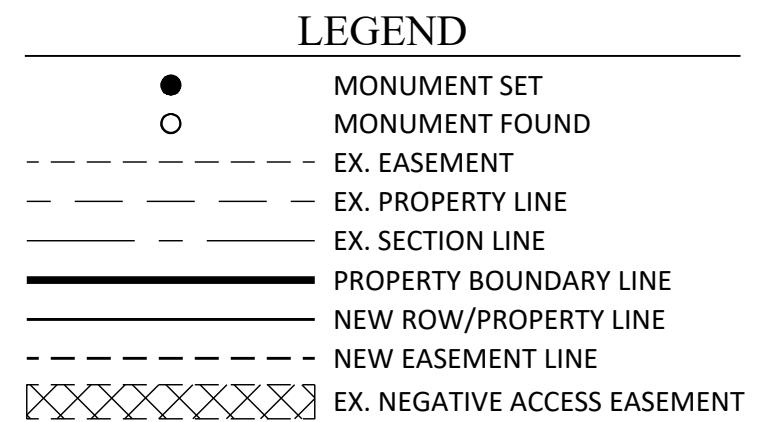
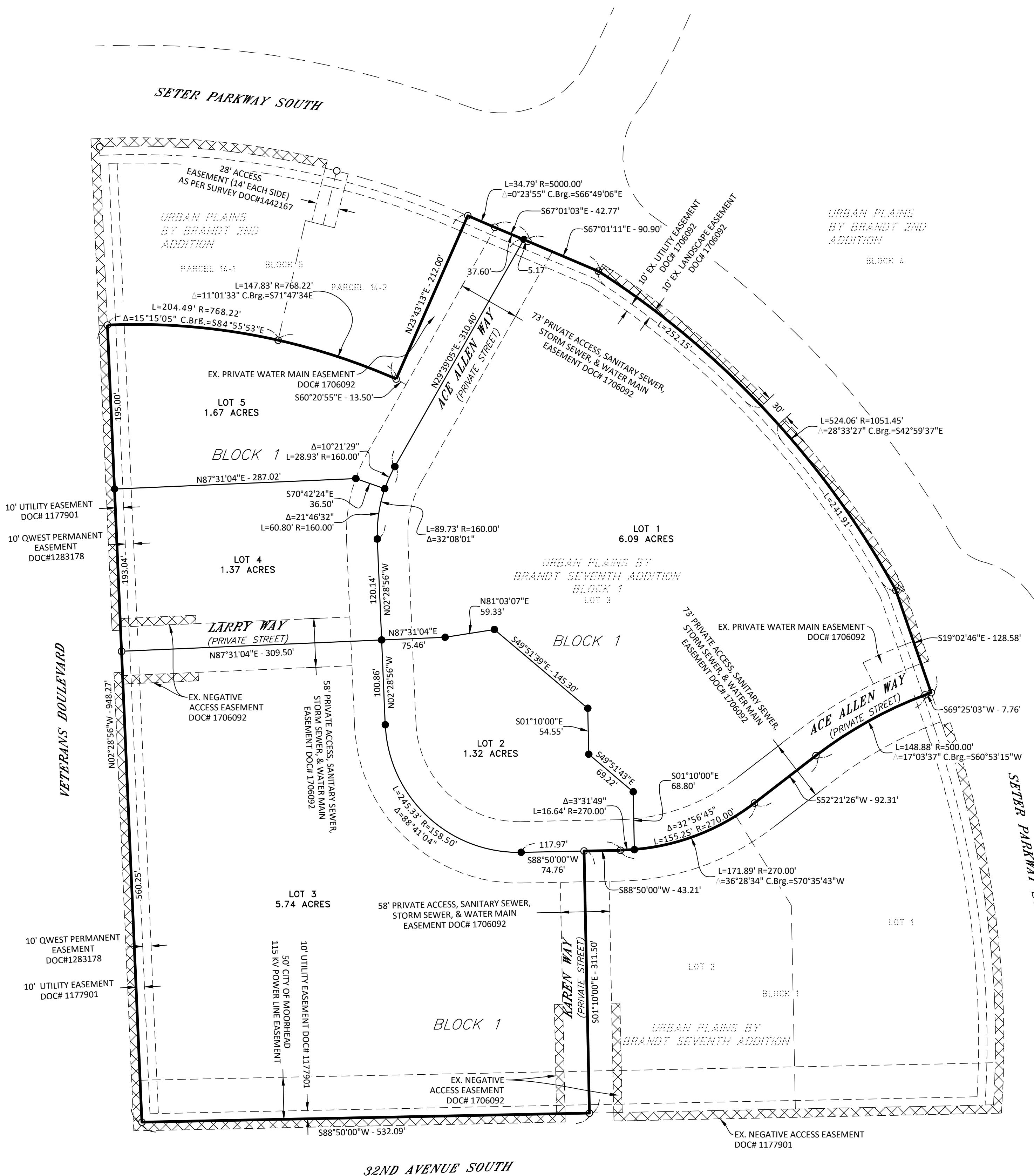
(STAMP)

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Notary Public

# URBAN PLAINS BY BRANDT EIGHTH ADDITION

A REPLAT OF LOT 3 BLOCK 1 OF URBAN PLAINS BY BRANDT SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MINOR SUBDIVISION)

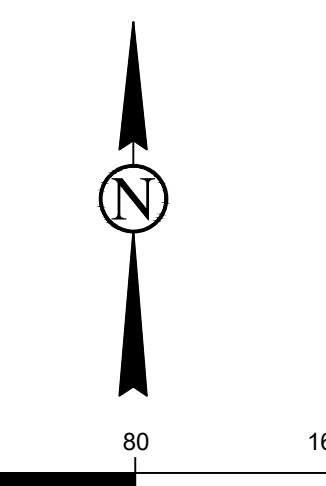


## SURVEY INFORMATION

DATE OF SURVEY: JULY 10, 2025  
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992, US SURVEY FEET  
VERTICAL DATUM: NAVD88

## NOTES

1. ALL DISTANCES ARE GROUND DISTANCES.
2. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.



SHEET 1 OF 2

FOR RECORDING PURPOSES ONLY

URBAN PLAINS  
CENTRAL  
ADDITION  
BLOCK 4

# URBAN PLAINS BY BRANDT EIGHTH ADDITION

A REPLAT OF LOT 3 BLOCK 1 OF URBAN PLAINS BY BRANDT SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MINOR SUBDIVISION)

## OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT URBAN PLAINS LAND COMPANY, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 3, BLOCK 1, URBAN PLAINS BY BRANDT SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS URBAN PLAINS BY BRANDT EIGHTH ADDITION TO THE CITY OF FARGO, CASS COUNTY NORTH DAKOTA. SAID URBAN PLAINS BY BRANDT EIGHTH ADDITION, CONSISTS OF 5 LOTS AND 1 BLOCKS, AND CONTAINS 16.20 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

BY:  
MICHAEL VANNET, PRESIDENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MICHAEL VANNET, PRESIDENT OF URBAN PLAINS LAND COMPANY, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

## SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS URBAN PLAINS BY BRANDT EIGHTH ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

COLE A. NESET,  
REGISTERED LAND SURVEYOR  
ND REG. LS-7513

STATE OF NORTH DAKOTA \_\_\_\_\_ )  
COUNTY OF CASS \_\_\_\_\_ )  
SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

## CITY ENGINEER'S APPROVAL

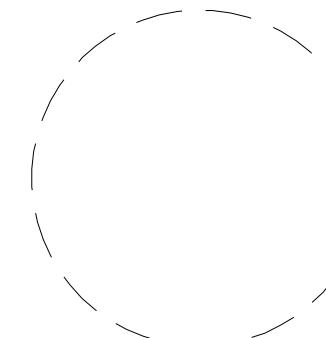
THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

TOM KNAKMUHS, PE  
CITY ENGINEER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



## CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

TIMOTHY J MAHONEY  
MAYOR

STEVEN SPRAGUE  
CITY AUDITOR

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS

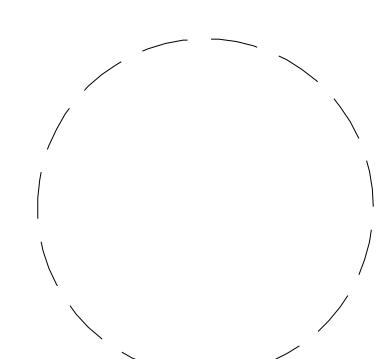
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY, MAYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN SPRAGUE, CITY AUDITOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



## CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

MARANDA R. TASA  
CHAIRMAN PLANNING COMMISSION

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARANDA R. TASA, CHAIRMAN PLANNING COMMISSION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

SHEET 2 OF 2

FOR RECORDING PURPOSES ONLY



## M E M O R A N D U M

DATE: February 10, 2026

TO: Fargo Park Board of Commissioners

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 4 - Broadway Station Lease Renewal

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The extended one-year lease for Broadway Station is approaching its renewal decision point. The current lease extension runs from September 1, 2025, through August 31, 2026. Under the terms of the extension, 180-day notice is required if the lease is to be renewed, and a 120-day notice is required if the lease is to be terminated. To allow sufficient time for planning and communication, a decision and corresponding notice are required by March 4, 2026, should the lease be renewed.

In advance of this timeline, Fargo Park District (FPD), Valley Senior Services (VSS) and Reach Partners, Inc., have engaged in a comprehensive review process, including operational analysis, financial evaluation, and a North Fargo Older Adult Community Engagement effort, to help inform this decision.

The following information will be discussed:

- History of the Broadway Station lease and use of the space by both VSS and FPD
- Community engagement findings related to older adult programming, services, and facility use
- Operational strengths and limitations of the current location
- Cost comparisons and future budget implications
- Plan for continuation of programs and services if the lease is not renewed
- Plan if the lease is renewed

### **Action Requested**

The Board is asked to make a decision regarding the Broadway Station lease. The following options are presented for consideration:

1. Do not renew the lease
2. Approve a 3-year lease extension
3. Approve a 5-year lease extension

Susan Faus, Executive Director

PARK COMMISSIONERS – Zoë Absey \* Vicki Dawson \* Joe Deutsch \* Aaron Hill \* Jerry Rostad  
Clerk-Jeff Gunkelman

## **Recommendation**

The recommendation is to renew the Broadway Station lease for a three-year term. This extension would provide adequate time to develop programs for older adults informed by community engagement feedback, while also allowing staff to plan for alternative permanent space in North Fargo that can support expanded programs and activities for community use.

Multiple factors were taken into account in developing the recommendation. If Broadway Station were used exclusively as a meal site, the cost of the lease would be prohibitive. However, input gathered through the engagement process indicated that the community uses Broadway Station for far more than meals. It functions as an important community space where individuals socialize, access support, learn new skills, play cards, and participate in a range of other activities.

It is further recommended that Valley Senior Services and the Fargo Park District share the cost of the annual lease and associated fees.

If the lease is renewed, staff will begin planning and implementing new activities and programs that continue to support the ecosystem identified as most valuable through the engagement process.

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

Thank you.

MOTION RECOMMENDED BY STAFF: I motion to approve a 3-year lease renewal at Broadway Station.

## I. Background & Why We Are Here

### *A. Purpose of This Document*

This document provides supporting information for the Fargo Park Board's consideration of whether to renew or terminate the Broadway Station lease beyond August 31, 2026. It supplements the preceding memo by outlining the operational, financial, programmatic, and community considerations that inform this decision.

### *B. Why This Decision Is Before the Board Now*

The original long-term lease for Broadway Station reached its conclusion in 2025. In May 2025, the Fargo Park Board approved a one-year lease extension running from September 1, 2025, through August 31, 2026. The extension includes defined notice requirements, 180 days to renew and 120 days to terminate, resulting in a decision deadline of March 4, 2026.

The extension was approved to avoid immediate disruption to services while staff conducted further operational review, financial analysis, and community engagement. Rising lease and operating costs, combined with declining meal participation at the Broadway Station site, made it necessary to evaluate the long-term sustainability of continuing the lease.

### *C. Relationship to Community Engagement*

Following approval of the one-year lease extension, the Fargo Park District (FPD), and Valley Senior Services (VSS), in partnership with Reach Partners Inc., conducted a comprehensive Older Adult Community Engagement process in North Fargo. The extension created the time and stability needed to gather meaningful, third-party-facilitated input from older adults before bringing forward a final lease recommendation.

While this engagement was not conducted exclusively to evaluate Broadway Station, relevant findings are being used to help inform, but not predetermine, the Board's decision regarding the future of the Broadway Station lease.

## II. History of the Lease & Use of Space

### *A. Lease History*

- Original lease established in 2015
- One-year extension approved in May 2025
- Current lease term: September 1, 2025 – August 31, 2026
- Lease notice requirements:
  - 180-day notice to renew
  - 120-day notice to terminate

#### *B. Use of Broadway Station*

Broadway Station has served as a congregate meal site and an informal social and gathering space where older adults spend time beyond structured programming. Community engagement findings indicate that participants view Broadway Station as a “home base” rather than a single-purpose facility.

The site’s proximity to Total Balance Fitness supports a routine in which seniors receive exercise and then gather socially at Broadway Station.

### **III. Research on Program Offerings & Alternative Locations**

#### *A. Overview of Research Conducted*

In addition to community engagement, staff reviewed:

- Existing senior programming across North Fargo
- Distribution of services across multiple locations
- Opportunities for program delivery outside of a single centralized site
- Transportation and accessibility considerations tied to participation

#### *B. Current Offerings at Broadway Station*

Current uses include:

- Congregate meal service
- Informal socialization
- Card games
- Limited structured programming
- Community gathering before and after nearby fitness activities (Total Balance)

#### *C. Potential Alternative Locations Considered*

High-level consideration has been given to:

- Other Valley Senior Services sites
- Fargo Park District facilities
- Community-based locations such as libraries, churches, and senior housing
- Distributed programming models that reduce reliance on a single leased site

Review of North Fargo senior activities shows that programs already occur across multiple locations, including Trollwood Village, Yunker Farm, Ed Clapp Park facilities, and other community-based spaces. This demonstrates that older adult programming in North Fargo already operates within a distributed service model, and Broadway Station represents one node within a broader system rather than the sole access point for services.

## IV. Data & Logistics

### *A. Meal Service Data*

Valley Senior Services serves seniors across Cass County through 18 meal sites. From January through July 2025, these sites served an average of 8,663 congregate and take-out meals per month, in addition to Meals on Wheels deliveries.

During the same period, Broadway Station averaged approximately 668 congregate and take-out meals per month, representing 7.7% of countywide meal service. Meal participation at Broadway Station has declined steadily since 2022. In comparison, the nearby Trollwood Village Senior Center consistently serves higher meal volumes over the same period and provides home-delivered meals to residents within the building.

Because Valley Senior Services' mission centers on nutrition, transportation, and essential resources, meal participation data is a significant factor in evaluating long-term sustainability.

### *B. Lease & Operating Costs*

Based on the most current lease terms and available operating cost data, the estimated total annual cost to operate Broadway Station is approximately \$97,404.66 per year. This includes:

- Base Rent: \$3,895.83 per month (\$46,749.96 annually)
- Base Common Area Maintenance (CAM): \$2,065.30<sup>1</sup> per month (\$24,783.60 annually)
- Utilities: \$1,554.69 per month (\$18,656.22 annually)
- End-of-Year CAM Adjustments (2023–2025)
  - 2023: \$5,657.61
  - 2024: \$6,938.34
  - 2025: \$7,214.91

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Base CAM represents a monthly estimate. Actual common area maintenance costs are reconciled annually and have resulted in additional charges ranging from approximately \$5,600 to \$7,200 in recent years. Final CAM rates and any applicable escalator for a renewed lease term remain subject to confirmation.

## **Estimated Total Annual Cost: \$97,404.66<sup>2</sup>**

Valley Senior Services pays both for utilities within the leased space and a proportional share of utility and maintenance costs for the entire building. Historical CAM invoices confirm that end-of-year CAM charges are variable year-to-year and represent a material, unpredictable cost component.

### *C. Cost Comparables*

For comparison, Trollwood Village, a highly utilized meal site, operates at approximately \$14,200 per year, including rent and operating expenses. This significant cost differential highlights the high fixed cost associated with continuing operations at Broadway Station.

### *D. Future Budget Implications*

Renewing the lease would commit FPD and VSS to continued high and variable operating costs. Non-renewal would allow for reallocation of funds toward alternative programming models, transportation support, or facility partnerships. Long-term sustainability remains a key consideration.

## **V. Strengths of the Current Location**

Broadway Station offers several documented strengths that have supported its use as a congregate meal and gathering space for older adults:

### *A. Facility & Site Attributes*

- South-facing windows that provide strong natural light
- Dedicated kitchen and serving area designed for congregate meal service
- Meals delivered at the south entrance, allowing a short and efficient path to the kitchen
- Private office space for the site supervisor
- Two separate rooms that allow flexibility for concurrent activities
- Open floor space that can accommodate activities when tables are reconfigured

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<sup>2</sup> The estimated total annual cost reflects the use of an average end-of-year CAM adjustment based on 2023–2025 reconciliations. Actual annual costs may be higher or lower depending on year-end CAM reconciliation amounts.

#### *B. Programmatic & Operational Strengths*

- Established congregate meal site with daily use
- Familiar location for participants with established routines
- Proximity to Total Balance Fitness, supporting combined fitness and social engagement
- Layout supports informal socialization before and after structured activities

#### *C. Community & Continuity Considerations*

- Identified through community engagement as a valued “home base” by regular users
- Provides a consistent gathering point that supports routine and social connection

These strengths contribute to Broadway Station’s role as a familiar and functional space for older adults, particularly those who value routine, proximity to fitness programming, and informal social interaction.

## VI. Limitations of the Current Location

Broadway Station presents several documented physical and operational limitations that impact both participant experience and long-term sustainability:

#### *A. Facility & Site Constraints*

- Parking lot concrete is in poor condition, with no confirmed timeline for repair
- Limited number of parking spaces, further reduced during winter due to snow storage
- Only two accessible parking spaces (compared to four at Trollwood Village); requests for additional accessible spaces made two years ago have not been addressed
- Shared restrooms with heavy doors and limited wayfinding

#### *B. Building & Infrastructure Issues*

- Signage on the boulevard is outdated and would require replacement at an estimated cost of \$6,000
- The space previously experienced multiple water leaks; roof repairs completed approximately two years ago have resolved the issue, though the scope of repair is unknown

- No opportunity for expansion within the existing footprint

#### *C. Operational Constraints*

- High rent and operating costs with another senior site located approximately 1.5 miles away
- Valley Senior Services pays for more space than is currently needed
- Common area maintenance fees cover upkeep of the entire building, not just the leased space
- Staffing challenges at the site, including high turnover and limited applicant pools

Collectively, these constraints limit the site's ability to adapt to the evolving needs identified through community engagement and raise questions about long-term cost effectiveness.

## VII. Potential Outcomes Considered

Multiple outcomes were evaluated as part of this review:

- Renewal of the Broadway Station lease
- Non-renewal with redistribution of programs and services
- A hybrid or distributed service model using multiple community locations

In evaluating these outcomes, consideration was given to both the financial implications of maintaining a high fixed-cost site and the opportunity cost of redirecting those funds toward expanded or enhanced services elsewhere.

## VIII. Plan if the Lease Is Not Renewed

### *A. Guiding Principles*

- Continuity of services
- Clear and proactive communication
- Minimizing disruption to participants
- Maintaining access to meals and recreation

### *B. Program & Service Continuation*

If the lease is not renewed:

- Congregate meal services would continue at other Valley Senior Services sites, including Trollwood Village or Ed Clapp
- Recreational and social activities (card games, educational sessions, arts and crafts) would be redistributed across North Fargo facilities
- Transportation coordination would remain a priority

Services would be continued and redistributed, not eliminated. Funds currently allocated to rent and operation of Broadway Station could instead be used to expand services, enhance programming, or support transportation options, while maintaining continuity for participants.

#### *C. Communication & Transition Planning*

- Proactive notice to participants
- Multiple communication channels
- Staff and partner coordination to support transition

### **IX. Plan if the Lease Is Renewed**

#### *A. Operational Implications*

- Continued use of the Broadway Station site
- Ongoing commitment to high annual operating costs
- Additional capital investments (e.g., signage replacement, accessibility improvements) would need to be evaluated as part of continued occupancy.

#### *B. Program & Planning Considerations*

- Programming adjustments informed by engagement findings
- Evaluation of how the space continues to support senior routines

#### *C. Long-Term Planning Considerations*

- Duration of any renewal
- Future evaluation checkpoints
- Continued assessment of cost versus community impact

## X. Meal Count Totals

2025													
BROADWAY STATION - Congregate													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
number	331	315	299	389	393	348	384	340	376	352	268	312	4107
days	23	19	21	22	21	20	22	21	21	22	18	21	251
average	14.4	16.6	14.2	17.7	18.7	17.4	17.5	16.2	17.9	16.0	14.9	14.9	16.3625498
TROLLWOOD - Congregate													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
number	550	443	481	443	414	418	478	436	426	479	410	517	5495
days	23	19	21	22	21	20	22	21	21	22	18	21	251
average	23.9	23.3	22.9	20.1	19.7	20.9	21.7	20.8	20.3	21.8	22.8	24.6	21.8924303
BROADWAY STATION - Take Out													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
number	326	248	304	358	319	305	361	284	293	350	233	0	3381
days	23	19	21	22	21	20	22	21	21	22	18	21	230
average	14.2	13.1	14.5	16.3	15.2	15.3	16.4	13.5	14.0	15.9	12.9	0.0	14.7
TROLLWOOD - Take Out													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
number	358	300	268	275	302	292	312	288	301	371	288	359	3714
days	23	19	21	22	21	20	22	21	21	22	18	21	230
average	15.6	15.8	12.8	12.5	14.4	14.6	14.2	13.7	14.3	16.9	16.0	17.1	16.1478261

## XI. Lease Renewal Options & Forecasting

### Lease Renewal Term Options

#### PROPOSED SHARED COST RESPONSIBILITY BETWEEN VALLEY SENIOR SERVICES AND THE FARGO PARK DISTRICT

##### 3 YEAR RENEWAL | 2026-2029

- 2026-2027 | Rent \$46,750.00
- 2027-2028 | Rent \$47,685.00
- 2028-2029 | Rent \$48,638.70

##### 5 YEAR RENEWAL | 2026-2031

- 2026-2027 | Rent \$46,750
- 2027-2028 | Rent \$46,750
- 2028-2029 | Rent \$46,750
- 2029-2030 | Rent \$47,685
- 2030-2031 | Rent \$48,638.70

TOTAL EXPENSE = RENT + ANNUAL MONTHLY CAM + EOY CAM (13.31% AVERAGE ANNUAL INCREASE\*)  
+ UTILITIES (4% AVERAGE ANNUAL INCREASE\*\*)

- 2026-2027 | \$106,431.90
- 2027-2028 | \$109,407.00
- 2028-2029 | \$112,597.18

- 2026-2027 | \$106,431.90
- 2027-2028 | \$108,472.00
- 2028-2029 | \$110,708.48
- 2029-2030 | \$114,099.49
- 2030-2031 | \$117,754.82

**\$328,436.08**

**\$557,466.68**



\*THE AVERAGE INCREASE FOR THE EOY CAM EXPENSE FROM 2023-2025 IS 13.31%.  
\*\* THE CONSERVATIVE NATIONAL AVERAGE FOR UTILITIY INCREASE IS 4%

Broadway Station Activity Attendance		
Activity	Average Attendance*	Recurrence
Morning Coffee	6	Daily
Tai Ji Quan (exercise)	6	Tuesdays & Thursdays weekly
Silver Sneakers Coffee Group	12	Weekly- Monday/Wednesday/Friday
31	6	Daily
Private Bridge Group	13	Monday & Thursday weekly
Whist	10	Tuesdays - weekly
Mah Jong	4	weekly - Tuesdays
Root Beer Floats (June-August Only)	17	First week of summer months
Pinochle	35	Every Wednesday
Balance Builders	12	Weekly- Mondays & Thursdays
"Neighborhood group Coffee"	10	Weekly- Thursdays
"Church group Coffee"	7	Weekly-Thursdays
Bday Celebration	22	first Friday each month
Total Balance Talk	10	monthly - usually first Tuesday of month
Chess	4	Weekly - Mondays
Bunco	11	Monthly - first Monday each month
Bingo	10	Weekly- Fridays
Craft Group	3	Weekly - Thursdays
Legal Services	5 or less	Monthly- first Thursday of month

\*Attendance figures reflect activity participation counts, not unique individuals. Participants may be counted more than once if they attend multiple activities.



## MEMORANDUM

DATE: February 10, 2026

TO: Fargo Park Board Commissioners

FROM: Craig Bjur, Executive Director of the Foundation

RE: Regular Agenda Item No. 5 – 2025 Foundation Update

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Craig Bjur, Executive Director of the Foundation will be presenting the 2025 Foundation Update.

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



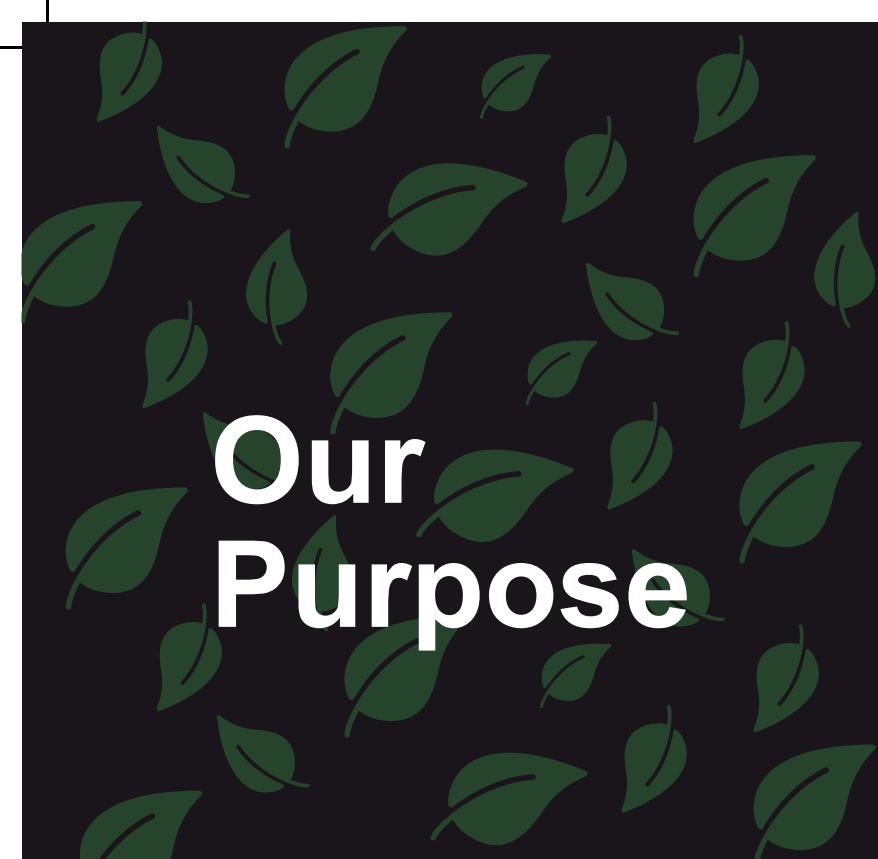
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ANNUAL REPORT



25





# Our Purpose

Our purpose is to pursue unique fundraising opportunities and increase private sector support to further the development, growth and excellence of the Fargo Park District in providing modernized facilities and quality recreation services.



# Our Mission

To enhance the quality of life in the metro area through the development of modernized facilities, new programs and by offering great opportunities for all in the community.

## FARGO PARKS

# At a Glance



110 MILES OF TRAILS  
2,400 ACRES OF PARKLAND



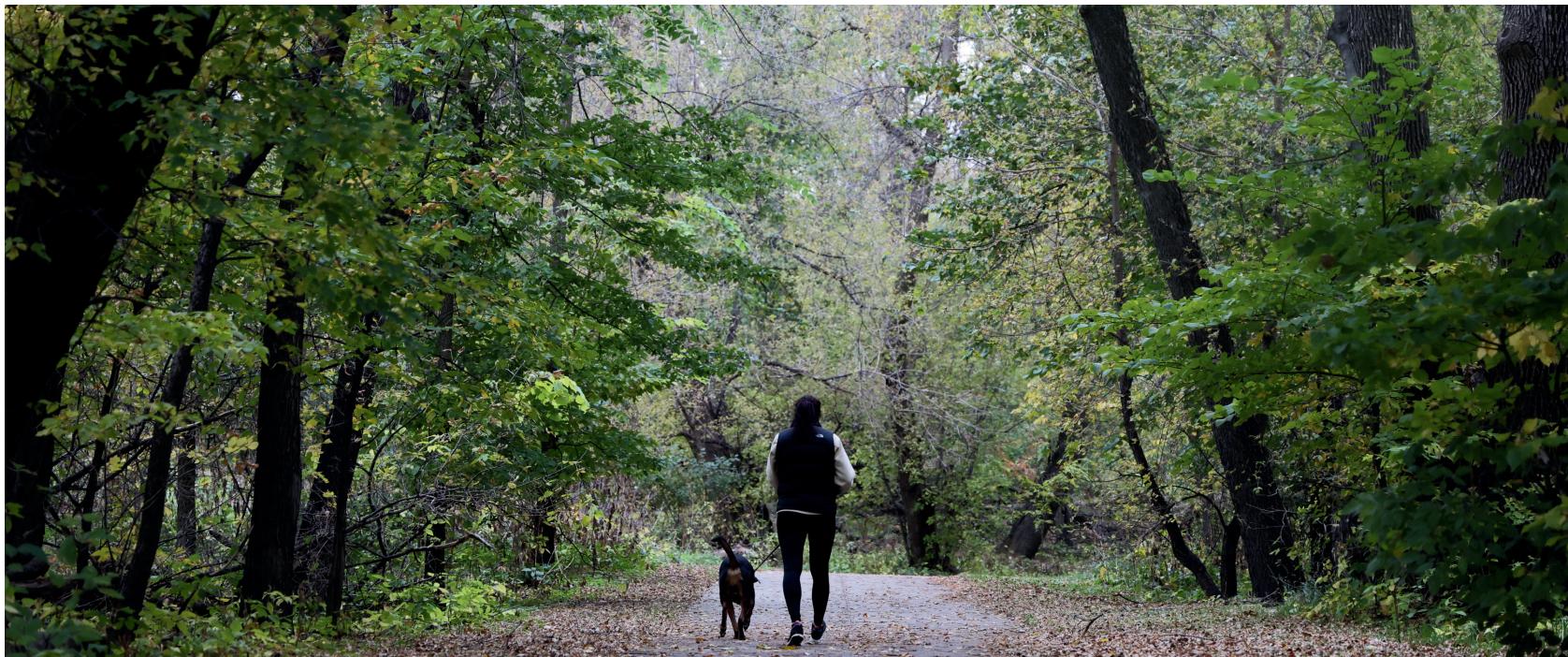
166 FULL-TIME STAFF  
1,500 PART-TIME EMPLOYEES



70+ SPECIAL EVENTS  
OVER 1,000 PROGRAMS



FARGO PARKS SPORTS CENTER  
5 OUTDOOR PUBLIC POOLS  
3 INDOOR ICE ARENAS  
5 PUBLIC GOLF COURSES



### THE DIFFERENCE YOU MAKE

Since its founding in 2018, the Fargo Park District Foundation has generated more than \$45.5 million in total community investment, including \$34.7 million in direct contributions and \$10.8 million in in-kind support, strengthening parks, programs, and community spaces across Fargo.

In 2025, the Fargo Park District Foundation received \$321,105 in support, including \$88,555 raised through Giving Hearts Day and \$232,550 invested in Foundation-led projects, expanding access to parks, programs, and experiences across our community.



# A word from our Executive Director

DEAR FRIENDS OF THE FARGO PARK DISTRICT FOUNDATION,

As we reflect on the past year, I am proud to share the continued growth and impact of the Fargo Park District Foundation. Thanks to the generosity of our donors and partners, 2025 was a year defined by momentum—marked by major milestones, expanded access, and record-setting community engagement.

This year, we celebrated the opening of Phase II of the Fargo Parks Sports Center, completing a project that has long represented the Foundation's belief in the power of recreation to bring people together. From the beginning, private support played a critical role in helping make this facility possible. Today, with additional ice rinks, courts, pickleball space, and community amenities now open, the Sports Center stands as a lasting example of what can be achieved through collaboration and shared vision.

We also marked another major milestone with the opening of the redeveloped Island Park Pool in June. In its first summer of operation, the pool welcomed more than 64,500 visitors, making it the highest-attended season ever recorded at a Fargo Park District pool. This extraordinary response reflects both the community's enthusiasm and the lasting value of investing in accessible, modern public spaces. Private generosity, led by the Kvalvog family and supported by many donors throughout the community, helped bring this beloved facility into a new era while honoring its legacy.

Expanding access to recreation remained a central focus of the Foundation's work in 2025. Our scholarship program continued to grow, now supporting youth, families, and adults alike. With increased funding and participation, scholarships helped remove financial barriers for hundreds of individuals, ensuring that cost is never an obstacle to staying active, connected, and engaged.

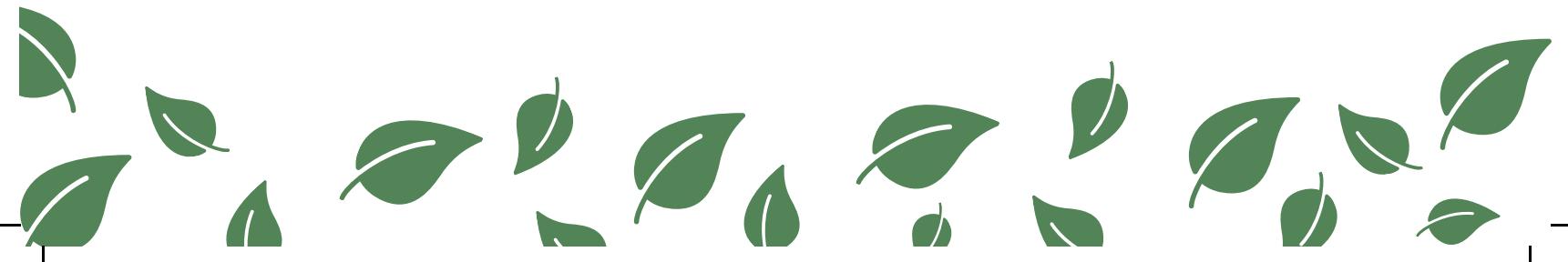
This year also marked an important step forward with the introduction of charitable gaming, creating a new funding stream to support future initiatives. Proceeds from charitable gaming will help advance scholarships, adaptive athletic fields, inclusive playgrounds, park accessibility improvements, and mobility-accessible golf carts. These investments that reflect our ongoing commitment to inclusion and opportunity for all.

As usage of parks, programs, and facilities continues to rise, so too does the importance of strong philanthropic support. The increased engagement we saw this year is a powerful reminder that when we invest in recreation, we invest in community health, connection, and quality of life.

Thank you for your continued generosity and belief in the Fargo Park District Foundation. Together, we are strengthening our parks and programs today while building a foundation that will serve our community for generations to come.

With Gratitude,

*Craig Bjørn*  
Executive Director



# Leading the way

Our work is guided by a dedicated staff and Board of Directors who ensure the Fargo Park District Foundation continues to serve the community with purpose and integrity. Their leadership helps transform generosity into lasting community impact. We're excited to introduce the team behind the work.



**Craig Bjur**  
Foundation  
Executive Director



**Melissa Brandt**  
Foundation Board  
President



**Darren Dunlop**  
Foundation Board  
Vice President



**Chad Marsden**  
Foundation Board  
Treasurer



**Stacey Griggs**  
Foundation Board  
Past President



**Rock  
Messerschmidt**



**Bob Bartelt**  
Foundation Board



**Brian Shawn**  
Foundation Board



**Rich Slagle**  
Foundation Board



**Vicki Dawson**  
Fargo Park District  
Board Representative



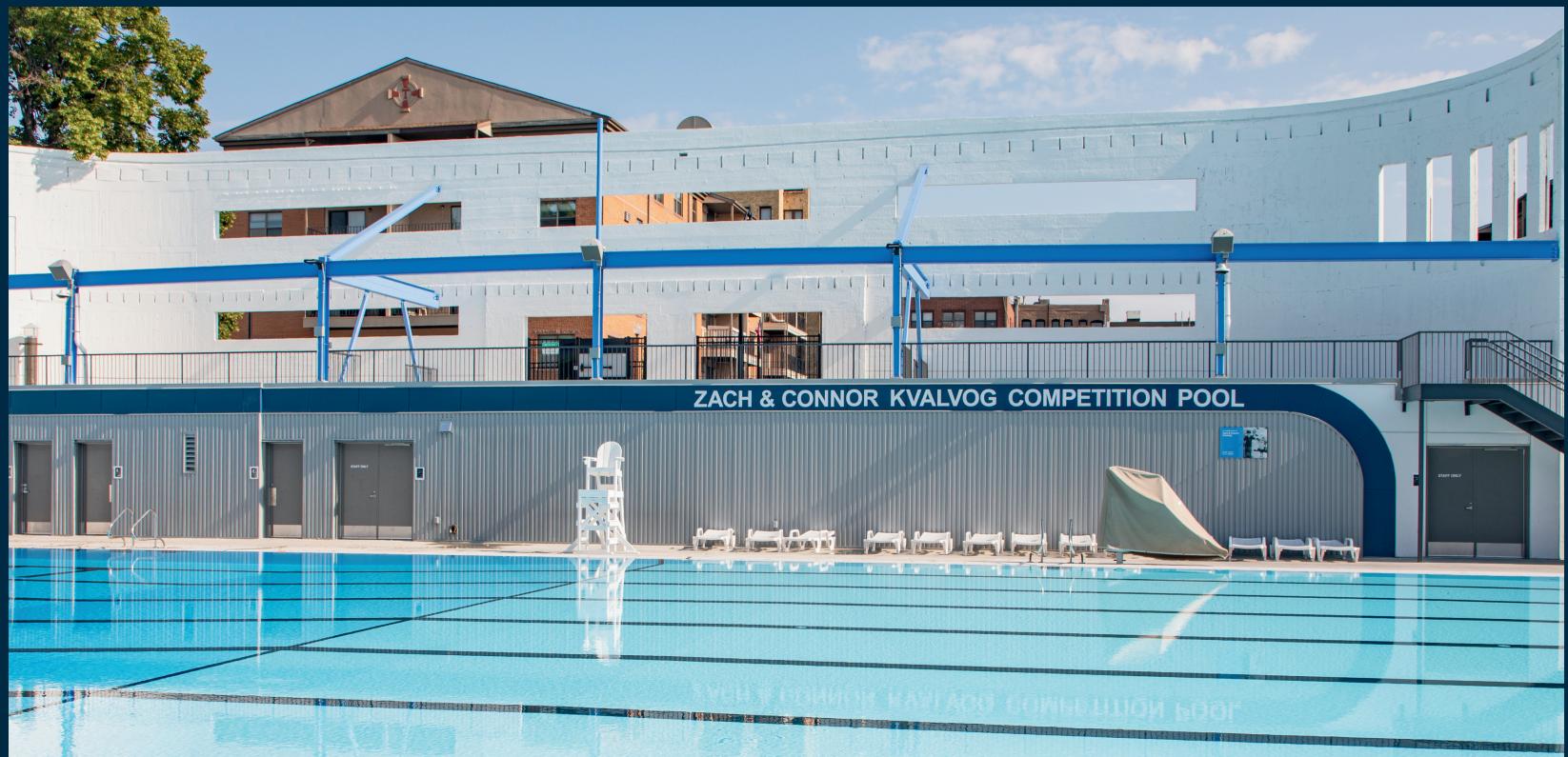
**Becky Bjornson**  
Administrative  
Specialist

# CELEBRATING **64,567 VISITORS**

A RECORD-SETTING SUMMER AT ISLAND PARK POOL

After opening in summer 2025, the redeveloped Island Park Pool quickly reestablished itself as a cornerstone of summer recreation in Fargo. The project honors the legacy of a beloved community space while delivering a modern aquatic experience designed to serve residents of all ages for generations to come.

The transformation was made possible through a powerful combination of private generosity and community support. With total fundraising reaching \$1,543,555, a seven-figure lead gift from Ray and Kathie Kvalvog, given in honor of their sons, Zach and Connor, played a pivotal role in bringing the project to life. Their leadership, along with contributions from many donors throughout the community, helped reimagine Island Park Pool as an inclusive, vibrant destination for play, competition, and connection.



The Zach and Connor Kvalvog Family Competition Pool anchors the facility, featuring an eight-lane, 50-meter pool, diving platforms and boards, and the fan-favorite Fly Time Slide. Additional amenities, including leisure and family-focused features, have made the pool a destination for both daily recreation and competitive events.

In its first summer, Island Park Pool welcomed more than 55,000 visitors, marking the highest attendance recorded at any Fargo Park District pool. The community response reflects not only excitement for the new facility, but the lasting value of investing in accessible, community-centered spaces.





# High Impact Giving

## SCHOLARSHIPS

Since 1998, the Fargo Park District Scholarship Program has helped make participation in programs and activities accessible to all. Donor support plays a vital role in removing financial barriers, supporting youth wellness, and building a healthier community.

In 2025, scholarships helped hundreds of youth and adults participate in sports, classes, and programs they otherwise may not have been able to access.

**592+**

**S C H O L A R S H I P S   P R O V I D E D**  
Includes 506 pool scholarships & 86 program scholarships

**\$85,894.00**

**D O N O R   S U P P O R T E D   S C H O L A R S H I P S**





## FARGO PARKS **SPORTS CENTER**

Phase II of the Fargo Parks Sports Center opened in January 2025, completing the facility with two ice rinks, four additional courts, six pickleball courts, a playground, and two new community rooms. These amenities increased capacity for programming, rentals, tournaments, and community partnerships, supporting a wide range of indoor sports and events for years to come.

### **2025 IMPACT**

- 19,405 Open Play Hours
- 15,908 Space Rental Hours
- 3,068 Park District Programming Hours
- 68 Organizational Rentals
- 81 Birthday Parties
- 37 Tournaments
- 12 Special Events

### **PHASE II**

#### **IT'S IN THE NUMBERS**

- 390,000+ sq ft of indoor space
- 123+ acres of outdoor space
- 8 hardwood courts
- 6 pickleball courts
- 6 community rooms
- 4 party rooms
- 3 multi-purpose rooms
- 2 sheets of ice
- 1 full-size turf field
- 1 elevated walking track





## CHARITABLE GAMING

In 2025, the Fargo Park District Foundation expanded its fundraising efforts through charitable gaming, operating at four community locations including CJ's Tavern, Kingpinz, Suite Shots, and Edgewood Tavern. A variety of gaming options such as E-Tabs, Blackjack, Pull-Tabs, Bingo, and Raffles created an accessible, community-based way to support the Foundation's mission.

Proceeds from charitable gaming are designed to fully fund the Fargo Park District Scholarship Program across all programs. In 2025, charitable gaming generated over \$110,000 in support, helping strengthen long-term access to recreation opportunities for children and adults alike. If additional funds are available beyond scholarship needs, they may be directed toward other priority initiatives aligned with the Foundation's mission.



CHRISSY NELSON  
CHARITABLE GAMING  
MANAGER

# Leave a Lasting Legacy

## MEMORIALS, TRIBUTES & ENDOWMENTS

Celebrate the people and moments that matter most with a lasting tribute through the Fargo Park District Foundation. Commemorative benches and trees offer a meaningful way to mark milestones and memories while becoming part of the parks our community enjoys every day.

For those interested in long-term impact, establishing an endowment is another way to support the Foundation's work. With \$107,000 currently invested in endowment funds, these gifts create a reliable source of support for programs, scholarships, and park enhancements, helping ensure continued access, opportunity, and connection for future generations.





# Celebrating Community Impact

In 2025, the Fargo Park District Foundation celebrated meaningful milestones driven by community generosity. From record-setting attendance at Island Park Pool to expanded scholarship access for youth, families, and adults, donor support continued to translate into real, measurable impact across our parks, programs, and facilities.

This year marked the opening of Phase II of the Fargo Parks Sports Center, a long-anticipated expansion made possible through generous private support. To honor this achievement, donors were welcomed to the facility to celebrate their role in bringing additional ice, courts, and community amenities to life.

Community impact was also on display at the Fargo Park District Foundation Golf Tournament, which brought together 23 teams and raised \$11,250 in support of the Fargo Parks Scholarship Program. Together, these moments reflect the power of partnership and the impact of coming together to expand access to recreation and strengthen community spaces.



# Thank you to our donors

Aaron Hill  
Abby Swegarden  
Adam Pankow  
Alden J Hvidston  
Alex Silbernagel  
Alex Stern Family Foundation  
Alexis Swenson  
Allison Larson  
Amanda Kosior  
Amber Blomberg  
Amy Barglof  
Amy Cusher  
Andrea Haugen  
Angela Skyberg  
Angels Hockey Club  
Ardell Olson  
Arnold Stebleton  
Ashley Bosh  
Ashley Gunkelman  
Ashlynn Wagner  
Autumn Branca  
Barb & Jim Johnson  
Barry Amundson  
Becky Bakke  
Becky & Jeff Bjornson  
Bekey Hicks  
Bell Bank  
Ben Armbrust  
Beth & Erik Johnson  
Beverage Wholesalers, Inc.  
Blake Nelson  
Bobcat Company  
Border Bank  
Border States Electric  
Brady Blomberg  
Brandt Family Ventures  
Brandy Chaffee  
Brenda Kava  
Brent & Michelle Hella  
Brett & Sara Olson  
Brian Arett  
Brian Halverson Family  
Brian Stavenger  
Brian & Stacy Roney  
Broc & Karen Lietz  
Bruce Furness Family  
Bruce Seibel  
Bryan & Patricia Smith Family  
Carissa Stirling  
Carolyn Boutain  
Chad & Jenny Marsden  
Chelsea Gilster  
Chris Mapes  
Chris & Lisa Giese  
Christianson Companies  
Christopher Mogard  
Chuck & Dorothy Erstad  
Cole Papers  
Corey Henry  
Cornerstone Bank  
Courtney Buskirk  
Craig & Liz Bjur  
Dakota Medical Foundation  
Dan Carey  
Dan Feir  
Dana Woodruff  
Daniel Ness  
Daniel & Shelly Armbrust  
Dare 2 Stand Out  
Darin Daby  
Darren Dunlop  
Dave Bietz  
Dave Leker  
David Berg  
Dawn Boom  
Deanna Magnuson  
Debra Laber  
Denise Geffre  
Denise Musland  
Dennis & Allison Hoff  
Denny Stinar  
Dick & Paula Larsen  
Dr. Christopher & Mae Pierce  
Doug Huber  
Duane Keller – Brite-Way Window Cleaning  
EagleRidge Companies  
Elizabeth Olson  
Emily Richard  
EPIC Companies  
Erik & Beth Johnson  
Erin Gigstad  
Erv Inniger  
Fargo Moorhead CVB  
Fargo Youth Hockey  
First Western Bank & Trust  
FM Gators  
Forum Communication Company  
Fred Hector Jr Foundation  
Fred Williams  
Gate City Bank  
George & Kaye Topp  
Geraldine Flraig  
Greg & Pam Selbo  
Greg & Susan McCullough  
Gregory Bodensteiner  
Griggs Family  
Guy Goschen  
Haley Hermanson  
Heather & Brandon Hanson  
Herman Family  
Howard Dahl Family  
Jacob Strinden  
James Wieland  
Jamie Olson  
Jason Mack  
Jason Schmidt  
Jeff Schatz  
Jennah Kelly  
Jennifer Olson  
Jennifer Thompson  
Jerry & Tami Rostad  
Jim Hambrick  
Jim & Kristen Bullis Family  
Jim & Trish Venette  
JLG Architects  
Joanne Drenkow  
Jody Norstedt  
Joe & Brandi Deutsch  
John Nelson  
John Rader  
Jon Machayya  
Jordan & Katie McCormick  
Joshue Wynne  
Juli Muehler  
Juli Munro  
Julie Oster  
Julie Snortland  
Justin Gravalin  
Kali & Alex Mork  
Karen & Jeff Heisler  
Kari Klettke  
Kari Thompson  
Kathleen Bergseth  
Katie Doeden  
Katie Nilson  
Kayce Halley  
Kelly & Peter Kuntz & Towers  
Kenneth Regan  
Kevin Christianson  
Kevin & Allyson Boe  
Kevin & Lora Elfstrum  
Kim Burud  
Kim O'Neil  
Kimberly Peterson  
Knutson Family  
Korianne Mortenson  
Koyla Vierkant  
Kramer Stuth  
Kris Overby  
Kriss Burns  
Kristi Vestal  
Kristy Soular  
Kvalvog Family  
L&L Distributing  
Lake Agassiz Exchange Club  
Larry & Linda Brooks  
Laura Alderman  
Laurie A Elhard  
Laurie McKeever  
Lavonne Horton  
Lee Block – In Memory of Krissy  
Leonid & Yelena Vilenski  
Linnea Dimich  
Lisa Brown  
Lisa Giese  
Lora & Brent Stebleton  
Lorz Real Estate Holdings  
Luke Evenson  
Luke Ouradnik  
Luke Robertsdahl  
Madisen Anderson  
Magnifi Financial  
Marjorie Olson  
Mark Carlson  
Marlys Sunderland  
Marsh McLennan Agency  
Matthew Delaney  
Maureen Bartelt  
Maureen Bucholz  
MBN Engineering  
McGough Construction  
Melissa Christianson  
Melissa Zuel  
Michael & Jayne Gust  
Michael & Kai Peters  
Michael & Shannon Neustel  
Michelle Swanson  
MIDCO  
Mike & Nichole Erickson  
Mike Lorz Family  
MinnKota Recycling, Inc.  
Myron & Jean Knutson  
Nancy Slotten  
Nancy & Bill Wey  
Next Generation Gaming  
Pace Maier  
Pat Webb  
Patrick J. Traynor  
Patricia Belknap  
Patricia Horner  
Paul Ferrie  
Paul Ostby  
Property Resources Group  
Rachel Hanson  
Red River Lacrosse Association  
Reed Stock  
Reed & Tamara Hofmann  
Reggie MacMaster  
Richard Wiemken  
Richardson Family  
Robert Schultz  
Robert & Doris Alin  
Rock & Brenda Messerschmidt  
Ross Manson  
Roxanne Keene  
Roxanne Mairs Ellis  
Ruth Erickson  
Ryan Duval  
Ryan Kava  
Ryan & Chrissy Nelson  
Sanford Health  
Sandra Horner  
Sandra Wagner  
Sarah Anderson  
Sarah Knutson  
SCHEELS  
Scott Holman  
Scott Seiler  
Shayna Mertz  
Stacey & Wes Griggs  
Stacy Stenerson  
Stephanie Bares  
Steve Hulbert Family  
Steve Myers  
Steve & Alison Dye  
Sue Nilson  
Susan Faus  
Susan Mathison  
Susan Wojcik  
Tadeusz Komorowski  
Tammi Sundby  
Tammy Bernhardt  
Tanja Norwood  
Tara DuBord  
Terry Porter Family  
The Barry Foundation  
Tim Matherne  
Timothy Mahoney  
Tina Amerman  
Todd Medd  
Tom Barnhart  
Tom McDougall  
Tom Pence  
Town & Country Credit Union  
Trisha Bothum  
Tyler Brandt  
Vicki & Steve Dawson  
Wesley Braunerger  
Zaundra Bina



 Craig Bjur | Executive Director

 [www.fargoparks.com/foundation](http://www.fargoparks.com/foundation)

 701.551.5890

 [Cbjur@fargoparks.com](mailto:Cbjur@fargoparks.com)

 6100 38th St S, Fargo, ND 58104

Governance Committee Meeting  
Wednesday, January 28, 2026  
Fargo Parks Sports Center  
Island Park Conference Room

Review and Discuss Governance Policies:

- Board Culture
- Committee Structure
- Commissioners Addressing Board Member Violations
- Confirm current practices match written policy and identify updates needed.

Board Culture

- Commissioner Hill reconfirmed how the consent agenda works:
  - Any commissioner can request an item be pulled from consent before the agenda is approved.
  - Often items are pulled for discussion or comments, not necessarily to oppose them.
- Discussion about public comments:
  - Board believes it is in compliance with recent state law on public comment.
  - Question from a public attendee: how can a member of the public influence an item on the consent agenda?
    - Guidance: contact a commissioner or staff prior to the meeting; Suggested this may be clarified as contacting the Board President, who then works with staff and the board.
- The President's public comment statement may be too long:
  - Idea: shorten it or simply display it on the screen rather than fully reading it; this will likely return to a future Governance agenda.
- Broadcast language is outdated:
  - References to Channel 56 should be updated; meetings are now online (Facebook/YouTube)-contact Communications team.

Committee Structure

- Proposed change to clarify that:
  - "All board members are welcome to attend committee meetings" (remove "as audience members" so participation is not restricted).

Commissioners Addressing Board Member Violations

- Policy on commissioner violations:
  - Step 1: private discussion between Board President and the commissioner.
  - Step 2: potential discussion in a public meeting if behavior continues.
  - Group considers but does not finalize adding more detailed escalation paths (e.g., governance committee involvement).

Review and Discuss Commissioners and Executive Director Relationships:

- Single Point of Contact
- Single Unit of Control

## Board Culture & Role Clarity

- Clarify roles between board and executive director/staff.
- Prevent commissioners from giving directions directly to staff and insert themselves in the management chain.
- Current expectation:
  - Commissioners channel issues through the Executive Director, who then works with appropriate staff.

## Review and Discuss Operational Expectation:

- Treatment of Community Members-reviewed and approved

## Other:

### Upcoming Topics

- Park ordinances update (last major update around 2006):
  - Need alignment with City of Fargo on enforceable rules.
  - Big issue: e-bikes/e-scooters on trails, speed limits, and enforcement challenges.
- Gaming trust / foundation / grant match program:
- Commissioners will each receive individual monitoring forms, stored in separate private SharePoint folders, to avoid open meeting issues and keep feedback separated.

Meeting adjourned at 9:04am

Minutes submitted by Carmen Johnson, Executive Assistant

Planning Committee Meeting Minutes  
Wednesday, January 21, 2026; 8:15 am  
Fargo Parks Sports Center  
Alex Stern Boardroom

Present: Vicki Dawson, Jerry Rostad, Joe Deutsch, Aaron Hill, Zoe Absey, Susan Faus, Dave Bietz, Jayne Gust, Broc Lietz, Tyler Kirchner, Stephanie D'Ambrosio, Cassie Doll, Kenna Krchnavy, Tony Schmitt, Paul, Grindeland, Cindy Girdner

North Fargo Older Adult Community Engagement Project

Cassie Doll, presented

- Park System Master Plan showing older adults in North Fargo feel underserved.
- Broadway Station lease issue (high costs, low meal participation, but strong social hub role).
- Engagement ran April–November with Reach Partners and included:
  - 20-question survey (paper + digital)
  - Open house at Yunker Farm
  - Table talks at the Fargodome
  - On-site comment boards
  - Direct conversations and staff focus groups
- 305 people participated, including:
  - Current users, former users, and non-users of Park District / VSS / Courts Plus.
- Services form a “connected ecosystem” for older adults:
  - High value on continuity, familiar spaces, predictable routines, and social connection.
- Major barriers:
  - Transportation (reliable and aligned with program/meal schedules).
  - Communication/awareness (people don’t know what’s available).
- Services are more than recreation:
  - Meals, resources, and transit are central to maintaining independence.
- Change must prioritize:
  - Continuity, clarity, accessibility, and strong communication.
- Respondents from all North Fargo neighborhoods, plus Central/South Fargo, West Fargo, and Moorhead.
- Heaviest users: ages 60–84.
- Travel:
  - Many willing to travel 5–10 minutes locally; some 10–20 minutes for certain activities.
- Interests:
  - Top category: social & leisure activities.
  - Followed by wellness and education/lifelong learning.
- Age-group settings:
  - Majority no preference; a significant group prefers adult-only programs.
- Reasons for not participating:

- Don't know what's available.
- Scheduling/social conflicts.
- Location.

#### Communication Preferences

- Preferred channels:
  - Email (top).
  - Printed newsletters (e.g., Silver Quill).
  - Materials at senior centers and other physical locations.
- Silver Quill:
  - Widely read, free, mailed in the thousands, plus a growing digital sign-up option.
- Staff want to use these findings to refine how information is pushed out.

#### How Results Will Be Used

- To inform:
  - Program enhancements/expansion in North Fargo.
  - A hybrid service model (more sites, more flexible delivery of meals and programs).
  - Operational changes (especially transit and communications).
  - Partnerships with churches, agencies, businesses, West Fargo, and Moorhead.
- Results will be posted at:
  - [connect.fargoparks.com](http://connect.fargoparks.com) under the North Fargo older adult community engagement section.

#### Broadway Station Lease Discussion

Jayne Gust and Paul Grindeland, presented

##### Background

- Broadway Station:
  - Leased since 2015 as a combined senior meal site and large meeting space.
  - Originally replaced the long-time senior center at the Depot.
  - Lease shared between Park District and Valley Senior Services (VSS); Park District recently moved away from cost-sharing.
- Annual cost now roughly \$102,000 (base rent, CAM, utilities, extra CAM for capital work like roof, parking lot).

##### Usage and Role

- Meal counts at Broadway Station:
  - Historically low (~12–13 meals/day); bumped up briefly after closure talk, then declined.
- Trollwood:
  - Long-standing VSS site (~30 years) with consistently higher meal counts (low-20s).
  - Capacity for ~137 people in the main room and potential for more programming and office space.
- Community feedback:

- Broadway Station is viewed by many as more than a meal site: it functions as a community/recreation hub (cards, coffee, socializing, pre/post-fitness).
- Strong emotional attachment to the building and routine.

#### Financial and Operational Considerations

- Lease renewal options from landlord:
  - 3-year and 5-year options, same Year-1 base rent with 2% annual escalators in later years.
  - Building is ~70 years old, with increasing maintenance costs likely passed through via CAM (e.g., parking lot).
- VSS perspective:
  - Mission is meals, nutrition, transit, and independence support.
  - \$100K/year at Broadway is seen as a poor use of limited grant and tax dollars, given low meal counts.
  - VSS does not want to rely on six-county reserves to sustain this single site.
  - Staffing Broadway Station is increasingly difficult; one consolidated site (e.g., Trollwood) would be easier.
- Park District perspective:
  - Recognizes the social and recreational role of Broadway Station goes beyond VSS's meal mission.
  - If Broadway is kept, Park District likely needs to:
    - Take on more of the cost.
    - Program the space more intentionally for seniors (and potentially intergenerational use).
  - If renewed for 3–5 years, there is interest in:
    - Actively planning toward a new, purpose-built facility (e.g., walking track, community space, multi-age use).

#### Alternatives and Partnerships

- Trollwood:
  - Viable meal and activity alternative with room to expand hours, programming, and office space.
- Yunker Farm:
  - Recently renovated, seeing strong attendance; can host senior programming as part of multi-age use.
- Other spaces contacted:
  - Churches, Fargodome, library, NDSU Memorial Union, etc.
  - Many are interested but can't commit to the consistent schedule and access needed (funerals, existing programs, etc.).
- Other notes:
  - Mention of North High walking track access issues and the need to improve public communication on hours and alternatives.
  - Longer-term idea: a new shared facility (VSS + Park District) with walking track, indoor playground, meals, and community space, likely on the north side.
- Options identified:

- 1. Do not renew Broadway Station lease and shift meals/activities to Trollwood, Yunker Farm, and other sites.
- 2. Renew for 3 years.
- 3. Renew for 5 years.
- 4. Potential shared-cost and program model if renewed.
- High recognition that:
  - This is a complex, emotional decision with no simple answer.
  - Both staff and community feel strong impacts.
- Next step:
  - Place the Broadway Station lease decision (with staff materials and recommendation) on the next regular board meeting agenda (February) for formal action.

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

Equipment Bids (2026 Park District Maintenance Equipment):

Tony Schmitt, presented

- 12 items bid; multiple bids received for each, all within budget.
- Recommendation:
  - Award most items to MTI Distributing (~\$539K, with ~\$46K package savings).
  - Purchase 8 John Deere zero-turn mowers (~\$148K).
  - Purchase hydro vacuum excavator from Ditch Witch (~\$56.6K).
- Total  $\approx$  \$744K, about \$104K under budget.
- Use of MN state procurement contracts now allowed, improving price options.

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

Consideration of Selkirk 4<sup>th</sup> Addition MOU

Tyler Kirchner, presented

- The Park District and City of Fargo plan to enter into a Memorandum of Understanding (MOU) for construction and maintenance of Selkirk Development or Clay Hector Park.
- Fargo Park District will work with the City of Fargo and Developer to design the park. The city will develop the plans and construct infrastructure and the Park District will maintain all other amenities with the park as outlined in the MOU.

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

Consideration of Brookstone Payment in Lieu Agreement

Tyler Kirchner, presented

- As part of the Brookstone Payment in Lieu Agreement by and between Brookstone Property, LLC, (Developer) the Fargo Park District of the City of Fargo (Park District), Developer owns ±41.24 acres of real property located in the City of Fargo. The Developer's Property is not of sufficient size to commit property within the Developer's Property for a typical park, the Park District has requested, and the Developer has agreed to provide a cash payment in lieu of dedicating a typical park. The cash payment shall be used for the improvements and construction in the nearby and planned Covey Ranch Park. The Developer shall also dedicate a lot that shall be used for a trail connection.
- The Developer has agreed to pay to the Park District a payment in lieu of dedicating a typical park within the Developer's Property in the amount of \$239,876.28.

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

Meeting adjourned at 9:49 am.

Minutes submitted by Carmen Johnson, Executive Assistant