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

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

Consent Agenda – approve the following:

a. Minutes – October 6, 2026
b. Board Bills - October Bills
c. Approval to Solicit Bids for the 2027 Fargo Park District Maintenance Equipment
d. Approval of Golf Cart Lease Rental Bid
e. Approval of 2026 Title VI Plan and LEP Plan
f. Approval of the Memorandum of Agreement with Cass County and the City of Fargo for the Rehabilitation of the Cass County 81/ South University Drive Trail (52nd Ave. S. to 88th Ave. S.)
g. Approval of Bid for the Southwest Regional Pond Recreation Area Seeding Project
h. Approval of Revised Bridge Maintenance Agreement in relation to bridges across the Red River with City of Fargo, City of Moorhead and Clay County

Regular Agenda

1. Recognition of Audience/Public Comments
2. Director's Report
3. Board to Consider Agreement with Fargo Area Sports for the Tharaldson Little League Turf Project; Dave Bietz, presenter
4. Planning Committee Update; Commissioner Absey, presenter
5. 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 OCTOBER 6, 2026

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, October 6, 2026, at 5:30 p.m. at the Fargo Park District office at 6100 38th Street South, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Joe Deutsch, Zoé Absey, Emily Secor May, Jerry Rostad and Vicki Dawson. Also present were: Susan Faus, Dave Bietz, Jayne Gust and attorney Jeff Gunkelman.

Approval of Agenda

Commissioner Vicki Dawson moved and Commissioner Zoé Absey seconded a motion to approve the agenda as presented. Upon call of the roll, the motion passed unanimously.

Approval of Consent Agenda

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

(a) The minutes the September 8, 2026 meeting;
(b) The September bills; and
(c) Solicit Bids for the 2027 Fargo Park District Projects as presented.

Upon call of the roll, the motion passed unanimously.

Public Comments

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

Director's Report

Susan Faus presented this matter and provided an informational update to the Board on the Park District related matters. No action was taken on this matter.

Approval of Back Forty Developers Agreement

Tyler Kirchner presented to the board on this matter. It was noted that this is part of a 61-acre property located south of 64th Avenue and west of Interstate 29. It was noted that the Agreement would create a 10 food wide path that is 3500 linear feet and help create a loop the Sports Center to the Future Retention Pond. It was noted that the path would be granted to the Park District via easement.

Commissioner Vicki Dawson moved and Commissioner Emily Secor May seconded a motion to approve the Back Forty Developers Agreement as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Resolutions for Plans and for Specifications; Advertise for Bids; and Acceptance of Bids for Park Improvement District 2026-1 and Park Improvement District No. 2026-2

Broc Lietz presented to the board on this matter. It was noted that these resolutions are attached to the Madelyn's Meadows and Selkirk Place 3rd Addition parks. It was noted that each district passed the protest period. It was noted that that the square footage percentage of protest for Madelyn's Meadows totaled 1% of the overall square footage of the special assessment district. It was noted that the square footage of protest for Selkirk 3rd Addition totaled 0.1% of the overall square footage of the special assessment district.

Commissioner Vicki Dawson moved and Commissioner Joe Duetsch seconded a motion to declare protests insufficient for Park Improvement District 2026-1 and Park Improvement District 2026-2 as presented to the Board. Upon call of the roll, the motion passed unanimously.

Commissioner Vicki Dawson moved and Commissioner Zoé Absey seconded a motion to approve the resolutions for Park Improvement District 2026-1 and Park Improvement District 2026-2, as presented. Upon call of the roll, the motion passed unanimously.

Approval to Apply for Outdoor Recreation Legacy Partnership Grant Opportunity for Lindenwood Park Campground Improvements

Tony Schmitt presented to the board on this matter. It was noted that Lindenwood Park was originally established in 1921 and currently receives approximately $200,000 in annual revenue. It was noted that the park had approximately 5,200 camper nights in each of the last three years. It was noted that the upgrades to the camping facilities at the park are needed to modernize the park. Modern campers are larger than the current camping spots, there are electrical and water issues with the current camping locations, and Lindenwood is core park of the Park District. It was noted that this potential grant could award up to $2,000,000.00 in funds to assist with modernizing the camping facilities, would require a dollar for dollar match by the Park District, and that the earliest the project would start is 2029.

Commissioner Zoé Absey moved and Commissioner Joe Duetsch seconded a motion to approve staff to apply for an Outdoor Recreation Legacy Partnership Grant Opportunity for Lindenwood Park Campground improvements, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of 2027 Final Budget

Broc Lietz presented to the board on this matter. It was noted that this final budget was part of a six-month process. It was noted that the September board meeting included a deep dive review of the entire budget by each department. It was noted that the final proposed budget is balanced, maintains stability within the Park District while maximizing operational flexibility, invests in the people, facilities, infrastructure, and community services, and positions the Park District to meet current needs while planning future growth.

Commissioner Zoé Absey moved and Commissioner Joe Duetsch seconded a motion to approve the 2027 Final Budget, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Governance Committee Update

Commissioner Jerry Rostad presented to the Board updates from the previous Governance Committee meeting. No action was taken.

Planning Committee Update

Commissioner Zoé Absey presented to the Board updates from the previous Planning Committee meeting. No action was taken.

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

_____

Jeff Gunkelman, Kennelly Business Law, Clerk

MEMORANDUM

Date: November 3, 2026

To: Fargo Park District Commissioners

From: Luke Evenson, Controller

RE: Consent Agenda Item b: Board Bills - October Bills

Enclosed are the bills for the November board meeting.

Total amounts requiring approval by fund:

General Fund	$	1,769,742.86
Debt Service Fund	$	-
Capital Projects Fund	$	1,036,303.85
Valley Senior Services	$	389,321.98
Total presented for approval	$	3,195,368.69

Please review the bill sheets presented. If you have any questions regarding any of the bills please call me prior to the board meeting so I will have time to properly research any issues and respond to you prior to the meeting.

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

Thank you.

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

Our Values: Be Authentic * Be Bold * Be Collaborative

MEMORANDUM

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item No. c: Approval to Solicit Bids for 2027 Park District Maintenance Equipment

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly bid Park District Maintenance Equipment that was approved for purchase during the 2027 budgeting process. New park district maintenance equipment is bid annually, and funds will be taken from the 2027 approved budget. The projected timeline for the bid process will be as follows:

- Advertise for Bids — Nov. 18-December 2, 2026
- Public Bid Opening — December 2, 2026
- Consideration of Bids by Planning Committee — December 16, 2026
- Possible award by Park Board Commissioners — January 12, 2027

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

Thank you.

Motion Recommended by Staff: Approve staff to solicit bids for 2027 Park District Maintenance Equipment.

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

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

MEMORANDUM

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Rocky Papachek, Golf Director

RE: Consent Agenda Item No. d: Approval of Golf Cart Lease Rental Bid

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Golf Cart Lease Rental bids were received and opened Wednesday, October 6, 2026, at 1:30 p.m. at the Fargo Parks Sports Center Administrative offices. Attached to this memo is the bid tab.

We received 2 bids: (1) All Season Golf Cars and (2) Versatile Vehicles, Inc.
The bid form requested a revenue share option for a term of 3 years with an additional 3-year option under the same terms and conditions.

Bidders were asked to submit alternate bids for purchasing 216 golf carts and for a lease option with a $1 buy-out after a 5-year lease term. The bid sheet is provided.

It was recommended at the October 21, 2026, Planning Committee meeting to bring this request to the full board for consideration and approval in awarding the following bid:

All Season Golf Cars for a 3-year contract term with an option to extend an additional 3 years and 28% revenue share of the gross golf cart receipts less applicable taxes.

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

Thank you.

Motion recommended by Staff: Approve and award the bid from All Season Golf Cars for the golf cart rental lease.

Fargo Park District
Golf Cart Bid Opening
October 6, 2026
Island Park Conference Room
1:30 P.M.

Vendor	Bid Form		Alternate Bid Form						
	Electric Carts	Gas Carts							
	3 year Contract	3 year Contract	Purchase Price/Cart			Lease Option with $1 buy-out after 5-year lease term			
	Revenue Share	Revenue Share	Gas Carts(176)	Electric Carts(40)	Total	Gas Carts(176)	Electric Carts(40)	Total/Yr	Total 5 Years
All Season Golf Cars	28%	28%	$ 6,200.00	$ 8,100.00	$ 1,415,200.00	$ 234.00	$ 308.00	$ 321,024.00	$ 1,605,120.00
	GPS included		GPS not included in prices			Based on 6 monthly payments			
			Service included - 5 years - Yearly			GPS not included in prices			
						Service included - 5 years - Yearly			
			Addendum - GPS - V3- 3 module System						
			Purchase or Lease Option - Fargo Park District Contract with GPSI - Gas Carts - $28 per car per month or $336 per car per year. Total Cost per year $59,136. Contract with GPSI - Lithium Carts - $33 per car per month or $396 per year per car. Total cost per year $15,840.						
Versatile Vehicles Inc. - without GPS	36%	64%	$ 6,995.00	$ 8,495.00	$ 1,570,920.00	$ 270.00	$ 330.00	$ 364,320.00	$ 1,821,600.00
Versatile Vehicles Inc. - with GPS	45%	55%							
			Option to add GPS			Based on 6 monthly payments			
			Service included - 5 years - Yearly			Option to add GPS			
						Service included - 5 years - Yearly			
			5 year lease on GPS - $80/car/month based on 6 payments per year May to October.						

MEMORANDUM

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Cindy Girdner

RE: Consent Agenda Item No. e: Approval of 2026 Title VI Plan and LEP Plan

As a condition of receiving Federal Transit Funding, Valley Senior Services (VSS) is mandated by the North Dakota Department of Transportation (NDDOT) to have a board approved Title VI Plan for Transit Services. NDDOT provides the template for the Title VI plan and VSS enters our specific information. The plan is required to be updated every three years. Attached you will find our 2026 version of the Title VI plan for your review and approval. There were no changes required. The dates have been modified for the three-year plan.

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

Thank you.

Motion Recommended by Staff: Approve the Title VI Plan and LEP Plan as presented.

TITLE VI PLAN
Valley Senior Services

Title VI prohibits discrimination in all Federal Transit Administration (FTA) services, programs, or benefits on the basis of Race, Color, or National Origin.

Title VI Program

FTA Circular 4702.1B, Chapter III for FTA Subrecipient:

Title VI Requirements & Guidelines for FTA Recipients at

https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/title-vi-requirements-and-guidelines-federal-transit

The Federal Transit Administration Title VI Circular 4702.1B provides guidance to grantees on how to comply with Title VI regulations. The circular provides specific compliance information for each type of grantee and provides comprehensive appendices including additional guidance and examples to ensure recipients understand the requirements.

By filling out the required fields you are stating that your board of directors, appropriate government entity, or officials responsible for policy decisions and/or approval of board meeting minutes understand the required FTA Circular 4702.1B, Chapter III regulations and agree to adopt all Title VI Program guidelines:

Date: 9-17-2026

Title VI Contact Name: Transit Manager

Title VI Contact Phone: 701-293-1440

Title VI Contact Email: info@valleyseniors.org

Title VI Program Requirements

[Attach a copy of the meeting minutes approving this action.]

Title VI Program Requirement

TITLE VI AND NON-DISCRIMIINATION POLICY STATEMENT

Valley Senior Services has developed a Title VI and Non-discrimination Policy Statement *using the template found on the NDDOT Transit Operator portal for subrecipient use at* http://www.dot.nd.gov/divisions/localgov/transit-operator-portal.htm

The signed Valley Senior Services Non-Discrimination Statement will be posted at:

- Valley Senior Services Transit Storage Facility/Dispatch offices-1522 7th Ave No. Fargo, ND
- Valley Senior Service main office located at 2801 32nd Ave So. Fargo, ND
- See attachment.

The Title VI Plaque will be placed in all our revenue transit vehicles.

- See attachment

VITAL DOCUMENT – TRANSLATE if significant LEP population.

In addition to the policy statement, an abbreviated "Statement of Non-Discrimination" has been created using the template found on the NDDOT Transit Operator Portal for subrecipient use at the link posted above and is displayed in all transit vehicles. **VITAL DOCUMENT – TRANSLATE if significant LEP population.**

COMPLAINT PROCEDURES/FORMS

Valley Senior Services shall develop complaint procedures and instructions specific to their transit agency. *"If information is needed in another language, then contact 701-293-1440*—should be stated in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor threshold.

Title VI Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Valley Senior Services may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

Valley Senior Services investigates complaints received no more than 180 days after the alleged incident. The Valley Senior Services will process complaints that are complete. Once the

complaint is received, Valley Senior Services will review it to determine if our office has jurisdiction.

The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office. Valley Senior Services has 30 days to investigate the complaint. If more information is needed to resolve the case, Valley Senior Services may contact the complainant.

The complainant has 30 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, Valley Senior Services can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF).

A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

COMPLAINT FORM:

Valley Senior Services has developed a Complaint Form and instructions specific to their transit agency by using the template found in **BlackCat Global Resources** or on the NDDOT Transit Operator Portal at http://www.dot.nd.gov/divisions/localgov/transit-operator-portal.htm. **VITAL DOCUMENT – TRANSLATE if significant LEP population.**

COMPLAINT LOG:

Valley Senior Services has adopted NDDOTs Transit Title VI – List of Investigations, Lawsuits, and Complaints, SFN 60805 found in **BlackCat Global Resources** or on the NDDOT Transit Operators Portal at: http://www.dot.nd.gov/divisions/localgov/transit-operator-portal.htm

The completed form has been attached as part of the plan and will be submitted to NDDOT each year upon request.

TITLE VI NOTICE TO THE PUBLIC (GENERAL REQUIREMENT)

A Title VI Notice to the Public must be displayed to inform a recipient's customers of their rights under Title VI. At a minimum, recipients must post the notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Many agencies display their Title VI Notices in transit facilities (e.g., headquarters, transit shelters and stations, etc.), and on transit vehicles (e.g., buses, rail cars, etc.). The Title VI Notice is a vital document. If any of the Limited English Proficient (LEP) populations in your service area meet the Safe Harbor threshold (see Chapter III), then the Notice should be provided in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor Threshold. At a minimum, this statement in the Notice— "If information is needed in another language, then contact 701-293-1440"—should be stated in English and in any other language(s) spoken by LEP populations that meet the Safe Harbor threshold. See Title VI Non-Discrimination Statement Plaque in **BlackCat Global Resources** Template or in the: https://www.dot.nd.gov/divisions/localgov/docs/TitleVINon-DiscriminationStatementPlaqueTemplate5-2016.docx

STATEMENT OF NON-DISCRIMINATION

Under Title VI of the Civil Rights Act of 1964, and its related statutes and regulations, no person or groups of persons shall be, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities funded in whole or in part with Federal funds. In addition to Title VI, there are other non-discrimination statutes which include sex, age, and disability. These requirements define an over-arching Title VI/Non-discrimination and ADA Program.

Contact the Project Director at 701-_____ to request additional information on our nondiscrimination obligations or to file a complaint. Persons with limited English proficiency may receive language assistance free of charge upon request.

This Transportation service is

Open to the PUBLIC

MINORITY REPRESENTATION ON PLANNING AND ADVISORY BOARDS:

Valley Senior Services/Fargo Park District has an elected board.

MONITORING SUBRECIPIENT: In accordance with 49 CFR 21.9(b), and to ensure that subrecipients are complying with the DOT Title VI regulations, primary recipients must monitor their subrecipients for compliance with the regulations. Importantly, if a subrecipient is not in compliance with Title VI requirements, then the primary recipient is also not in compliance.

To ensure the primary and subrecipient are following Title VI requirements, the primary recipient shall undertake the following activities:

Document the process for ensuring that all subrecipients are complying with the general reporting requirements of this circular, as well as other requirements that apply to the subrecipient based on the type of entity and the number of fixed route vehicles it operates in peak service if a transit provider.

Collect Title VI Programs from subrecipients and review programs for compliance. Collection and storage of subrecipient Title VI Programs may be electronic at the option of the primary recipient.

At the request of FTA, in response to a complaint of discrimination, or as otherwise deemed necessary by the primary recipient, the primary recipient shall request that subrecipients who provide transportation services verify that their level and quality of FTA service is provided on an equitable basis. Subrecipients that are fixed route transit providers are responsible for reporting as outlined in Chapter IV of this Circular.

When a subrecipient is also a direct recipient of FTA funds, that is, applies for funds directly from FTA in addition to receiving funds from a primary recipient, the subrecipient/direct recipient reports directly to FTA and the primary recipient/designated recipient is not responsible for monitoring compliance of that subrecipient. The supplemental agreement signed by both entities in their roles as designated recipient and direct recipient relieves the primary recipient/designated recipient of this oversight responsibility. See Appendix L for clarification of reporting responsibilities by recipient category.

TITLE VI EQUITY ANALYSIS

None.

The recipient shall complete a Title VI equity analysis during the planning stage about where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Recipients shall engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

When evaluating locations of facilities, recipients should give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts.

If the recipient determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, the recipient may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. The recipient must show how both tests are met; it is important to understand that in order to make this showing, the recipient must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

PUBLIC PARTICIPATION PLAN:

Tri-annually, each subrecipient is required to submit the following as part of their Title VI Plan. For immediate reference please review page(s) 25-26 of FTA C 4702.1B. Additional information can be found on page(s) 20-31 of FTA C 4703.1.

Title VI Public Participation, as required by USDOT Federal Transit Administration, describes the proactive strategies, procedures, and desired outcomes for the subrecipient's public participation activities.

General Information Section (Answer the questions below or write a short paragraph describing. See example below.)

1. Public involvement as a necessity?
2. Why is public involvement necessary?
3. When is public involvement necessary?
4. How does public involvement benefit your transit agency?

Federal and State government mandate public involvement because it helps to guide department decisions in providing public transportion services. Public involvement also benefits Valley Senior Services and the public by allowing for the development of services that meet the needs of area citizens/customers. The Federal government mandates public involvement prior to raising fares, implementing major reductions in service, or applying for grants/loans to finance transportation improvemnet projects.

The Federal government mandates public involvement prior to raising fares, implementing major reductions in service, or applying for grants/loans to finance transportation improvement projects.

Public Participation/Engagement-Subrecipients have wide latitude to determine how, when, and how often specific public participation activities should take place, and which specific measures are most appropriate.

Public Meetings

What meetings, if any, are open to the public? There are several public meetings that take place throughout our region each year that involve Valley Senior Services transportation services.

There are several public meetings that take place throughout our region each year that involve Valley Senior Services transportation services. All these meetings are open to the public and are publicized in local newspapers and /or newsletters prior to the meeting. We do not currently employ different meeting sizes and formats to accommodate minority, disabled and LEP individuals but all are invited, and we will accommodate any population as necessary.

Fargo Park Board- meets monthly in Fargo ND.
Traill County Senior Citizens Grantee Board Inc.-meets four times per year at various locations in Traill County, ND.
Steele County Council- meets six times a year at various locations in Steele County, ND.
Southeast Senior Services Board meets quarterly starting in March each year in Richland County, ND.
Ransom County Council- meets quarterly at various locations in Ransom County, ND.
Sargent County Council meets quarterly at various locations in Sargent County, ND.

How do you inform the public of upcoming meetings and agendas?

Meeting notices will always be in our monthly newsletter the Silver Quill. This newsletter is also on our website. We also will put it in the public notice section of the local newspapers.

Do you employ different meeting sizes and formats to accommodate the minority, disabled, and limited English proficiency (LEP) populations?

We do not currently employ different meeting sizes and formats to accommodate minority disabled and LEP individuals, but all are invited, and we will accommodate any population as necessary.

Coordination:

Because Valley Senior Services also provides Nutrition and Resource services to seniors in our region, our program is regularly working with other agencies such as: Local food pantries, medical facilities, social services, educational institutions, and other organizations. These agencies provide a medium to educate and solicit feedback on current transit services. In the past three

years Valley Senior Services has contacted all County Social Services Departments in our service area to inform them about our services. In addition, staff attend local service provider meetings to educate other agencies about our services.

Community events – senior centers, health fairs, non-profit events, and other community events serve to provide education about your services.

Interpretation services- Google Interpreter App, Metro Interpreter Resource Center.

Public Studies- Valley Senior Services will be conducting a transit survey in the first quarter of 2027 on the satisfaction of our service.

As per requirements of [49 U.S.C. Sections 5307(b)] and [5307(c)(l) Valley Senior Servies will develop and/or consider a process to study public comment before raising a fare or carrying out a major reduction in transportation services.

Public Outreach Plan

How do you advertise? We advertise in the local newspapers in the county area. We also will put information in our newsletter that clients receive called the Silver Quill that our clients get monthly. We use social media and notices in our senior centers.

Outreach to minority, LEP, and other underserved populations: (The Public Participation Plan should include information about outreach methods to engage minority and limited English proficiency (LEP) populations, as well as a summary of outreach efforts made since the last Title VI Program submission.)

What steps are being taken to engage in minority and LEP populations?

To help Valley Senior services engage underserved populations we will contact local medical facilities, community action agencies and local social services offices and other staff information and brochures about our transit services.

Since our service area is very rural Valley Senior Services will utilize the three different mediums to reach low-income, minority and LEP populations with information about our transit services:

First, we will contact the county Social Services office in the counties we serve and make the staff at these offices aware of our services by providing them with our transit brochure and other agency information.

Second, Valley Senior Services will continue to advertise in public transit services in local newspapers throughout our region.

Third, Valley Senior Services will have information on our website and Facebook. Also, in our Silver Quill monthly newsletter.

Do you coordinate with community and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities? Efforts to involve minority and LEP populations will include both comprehensive measures as well as targeted measures to address linguistic, institutional, religious, cultural, economic, historical, or other barriers that may prevent minority and LEP persons from effectively participating in a subrecipient decision-making process.

- FM Ride Source guide for metro area of transportation can now be accessed in other languages on the web version.
- Working with the Community Engagement Unit at ND Department of Health and Human Services.

Type of Public Involvement

Who should be involved? It is important to involve as many individuals as possible to gain the support and development of public transportation.

• Potential and current riders

• Non-riders

• Business and community leaders/groups

• City Council and other City Departments

• Faith based community

• Academia and educational institutions

• Medical facilities/long term care centers

• Social Service Agencies

• Veterans

Valley Senior Services is working with the Assistant Director of the Community Engagement Unit at the ND Department of Health and Human Services. We are looking at how to reduce the health disparities and getting access to healthcare and other services through transportation in our communities.

Valley Senior Servies has adopted NDDOT Sign-In-Sheet form SFN: 59531 for use at public meetings. The form can be found on the NDDOT website at https://www.dot.nd.gov/divisions/civilrights/titlevi.htm under Title VI Forms.

Valley Senior Services has adopted NDDOT Title VI Public Participation Survey form SFN: 60149 as a mechanism for tracking information. This form can be found on the NDDOT website on the https://www.dot.nd.gov/divisions/civilrights/titlevi.htm under Title VI Forms.

LIMITED ENGLISH PROFICIENCY (LEP) PLAN:

Valley Senior Services are required to submit a Limited English Proficiency (LEP) Plan as part of their Title VI Program in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency. For immediate reference please review FTA C 4702.1B, Chapter III-9.

Valley Senior Services has developed a Limited English Proficiency (LEP) Plan using the template found on the NDDOT Transit Operator Portal for subrecipient use at http://www.dot.nd.gov/divisions/localgov/transit-operator-portal.htm.

NDDOT will assist subrecipient by providing demographic data. The demographic data by county will be placed in the **BlackCat System under Global Resources**. This information will be updated by NDDOT as needed.

Do you coordinate with community and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities? Efforts to involve minority and LEP populations will include both comprehensive measures as well as targeted measures to address linguistic, institutional, religious, cultural, economic, historical, or other barriers that may prevent minority and LEP persons from effectively participating in a subrecipient decision-making process.

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Valley Senior Services is working with the Assistant Director of the Community Engagement Unit at the ND Department of Health and Human Services. We are looking at how to reduce the health disparities and getting access to healthcare and other services through transportation in our communities.

Valley Senior Servies has adopted NDDOT Sign-In-Sheet form SFN: 59531 for use at public meetings. The form can be found on the NDDOT website at https://www.dot.nd.gov/divisions/civilrights/titlevi.htm under Title VI Forms.

Valley Senior Services has adopted NDDOT Title VI Public Participation Survey form SFN: 60149 as a mechanism for tracking information. This form can be found on the NDDOT website on the https://www.dot.nd.gov/divisions/civilrights/titlevi.htm under Title VI Forms.

Limited English Proficiency Plan

Valley Senior Services

9/28/2026

Transit Manager
Cindy Girdner
2801 32nd Ave S
Fargo, ND 58103
(701)-293-1440

INTRODUCTION

This ***Limited English Proficiency Plan (LEP)*** has been prepared to address the Valley Senior Services responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled ***Improving Access to Services for Persons with Limited English Proficiency,*** indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including all Valley Senior Services departments and subrecipients receiving federal grant funds.

Plan Summary

Valley Senior Services has developed this ***Limited English Proficiency Plan*** to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, Valley Senior Services used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by Valley Senior Services.
2. The frequency with which LEP persons come in contact with Valley Senior Services.
3. The nature and importance of services provided by the Valley Senior Services to the LEP population.
4. The interpretation services available to Valley Senior Services and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

1. **The number or proportion of LEP persons in the service area who may be served or are likely to require Valley Senior Services.**

   Valley Senior Services staff reviewed the (use most current 2015 (American Community Survey 5 Year Estimate) and determined that 13,351 persons in Valley Senior Services or .07% of the population speak a language other than English. Of those 13,351 persons 4,984 or 37% have limited English proficiency; that is, they speak English "not well" or "not at all", this is only a .02% of the overall population in the service area. In Valley Senior Services area, of those persons with limited English proficiency, 521 speak

Spanish, 18 speak Indo-European, and 277 speak Asian or other Pacific Islander Languages.

2. **The frequency with which LEP persons come in contact with Valley Senior Services.**
   Valley Senior Servies staff reviewed the frequency with which the board/council, office staff and bus/van drivers have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, Valley Senior Services has had 3 requests for interpreters and 0 requests for translated program documents. The board/council, office staff and bus/van drivers have had very little contact with LEP persons.

3. **The nature and importance of services provided by Valley Senior Services to the LEP population. (Modify if there is a large geographic concentration.)**
   There is no large geographic concentration of any type of LEP individuals in the service area for Valley Senior Services. The overwhelming majority of the population, 93%, speak only English. As a result, there are few social, service, professional and leadership organizations within Valley Senior Servies area that focus on outreach to LEP individuals. Valley Senior Services board/council, office staff and bus/van drivers are most likely to encounter LEP individuals through bus/van rides, office visits, phone conversations, and attendance at Board/Council meetings.

4. **The resources available to Valley Senior Services and overall costs to provide LEP assistance.**
   Valley Senior Services reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise. Our staff have worked with the app Google Translate and with the children and grandchildren of the clients for translation services. Other language translation, if needed, would be provided through a telephone line for which Valley Senior Services would pay a fee.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to Valley Senior Services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How Valley Senior Servies staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All Valley Senior Services staff will be provided with (Google Translate, or method used) to assist in identifying the language interpretation needed if the occasion arises.
- All Valley Senior Services staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.

- When Valley Senior Services sponsors an informational meeting or event, an advanced public notice of the event should be published including special needs related to offering a translator (LEP) or interpreter (sign language for hearing impaired individuals). Additionally, a staff person may greet participants as they arrive. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

Language Assistance Measures
Although there is a very low percentage in Valley Senior Services of LEP individuals, that is, persons who speak English "not well" or "not at all", it will strive to offer the following measures:

1. Valley Senior Services staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons: +

- Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
- Google Translate on tablets or cell phones.
- Language interpretation will be accessed for all other languages through a telephone interpretation service.

STAFF TRAINING

The following training will be provided to all staff:
- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use Google Translate, Language Line or Telephone Translators.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for Valley Senior Services will be required to follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

Valley Senior Services weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Valley Senior Services has developed a Public Participation Plan and has an outreach procedure in place, as of 2020. Translation resources have been identified and are limited in this

region. However, when and if the need arises for LEP outreach, Valley Senior Services will consider the following options:

- When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

MONITORING

Monitoring and Updating the LEP Plan – Valley Senior Services will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when data from the 2020 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in Valley Senior Services area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether Valley Senior Services' financial resources are sufficient to fund language assistance resources needed.
- Determine whether Valley Senior Services fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.
- Maintain a Title VI complaint log, including LEP to determine issues and basis of complaints.

DISSEMINATION OF THE VALLEY SENIOR SERVICES LEP PLAN

- Post signs at conspicuous and accessible locations notifying LEP persons of the LEP Plan and how to access language services.
- State on agendas and public notices in the language that LEP persons would understand that documents are available in that language upon request at 701-293-1440.

Valley Senior Services

TITLE VI AND NON-DISCRIMINATION POLICY STATEMENT

Valley Senior Services hereinafter referred to as the "TRANSIT AGENCY" is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and statutes. The TRANSIT AGENCY assures that no person or groups(s) of persons shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the TRANSIT AGENCY, regardless of whether those programs and activities are federally funded or not. In addition to Title VI, there are other nondiscrimination statutes which include sex, age, and disability. These requirements define an over-arching Title VI/Nondiscrimination and ADA Program.

The TRANSIT AGENCY also assures that every effort will be made to prevent discrimination through the impact of its programs, policies, and activities on minority and low-income populations. In addition, the TRANSIT AGENCY will provide meaningful access to services for persons with Limited English Proficiency for language assistance free of charge to the person upon request.

In the event the TRANSIT AGENCY distributes federal-aid funds to a subrecipient, the TRANSIT AGENCY will include Title VI language in all written agreements and will monitor for compliance.

The TRANSIT AGENCY's Title VI Coordinator: Cindy Girdner Transit Manager,701-293-1440, 2801 32nd Ave S Fargo, ND 58103 and cgirdner@fargoparks.com is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Cindy Girdner
Signature

Transit Manager
Title

9/30/2024
Date

2026

Valley Senior Services

TRANSIT TITLE VI COMPLAINT FORM

PART I - COMPLAINANT INFORMATION (Print all items legibly.)

Name		**Telephone**
Street Address/P.O. Box		**Email Address**
City	**State**	**Zip Code**

PART II - CAUSE OF DISCRIMINATION BASED ON [Check all appropriate box(es).]

☐ Race ☐ Color ☐ National Origin

PART III - THE PARTICULARS ARE: (Include names, dates, places, and incidents involved in the complaint.) [If additional space is needed, attach extra sheet(s).]

PART IV - REMEDY SOUGHT [State the specific remedy sought to resolve the issues(s).]

PART V - VERIFICATION

Complainant's Signature _____ Date _____

Instructions

GENERAL

1. Under Title VI of the Civil Rights Act of 1964 and the related statutes and regulations, no person or groups(s) of persons shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by Valley Senior Services. Any person or groups(s) of persons who feel they have been discriminated against may file a complaint.

2. Instructions provided within this form are not meant to be all inclusive. Complainants are responsible for all procedural requirements.

3. Complainants **must** include all required information and **must** meet all timeframes as defined in the Valley Senior Services Title VI Complaint Procedure.

4. Legible copies of all available pertinent documentation should be attached to this form.

5. All inquiries should be directed to Transit Manager, **Valley Senior Services, 2801 32nd Ave So. PO Box 2217 Fargo, ND 58018, 701 356-1421**.

PART I

Complete all information in this section.

PART II

Check all boxes that apply indicating the basis for the complaint. The discrimination **must** be based on at least one of the listed categories.

PART III

State the specific complaint in a manner that clearly identifies the issues upon which the complaint is based.

PART IV

State the minimum remedy acceptable for resolution of this complaint.

PART V

Sign and date this section to verify the information contained in Parts I through IV.

Other agencies you may file a complaint with can be found on APPENDIX A.

APPENDIX A
Agencies Authorized to Receive and Process Complaints of Discrimination

North Dakota Department of Transportation
Civil Rights Division
608 E. Boulevard Avenue
Bismarck, ND 58507-0700

Phone: (701) 328-2576
Fax: (701 (328-0343
TTY: 711 or (800) 366-6888

Federal Transit Administration (FTA)
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Phone (888) 446-4511

United States Department of Transportation (USDOT)
Departmental Office of Civil Rights
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Phone: (202) 366-4649
Fax: (201) 202) 366-5575
TTY/Assistive Device: (202) 366-9696

USDOJ – Race, Color, National Origin Complaints

Federal Coordination & Compliance Section – NWB
Civil Rights Division
U S. Department of Justice (USDOJ)
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Phone: (888) 848-5306 (English & Spanish)
(202) 307-2222 (voice)
(202) 307-2678 (TDD)

Valley Senior Services

EXTERNAL COMPLAINTS OF DISCRIMINATION

PART I - COMPLAINANT INFORMATION (Print all items legibly.)

Name		**Telephone**
Street Address/P.O. Box		**Email Address**
City	**State**	**Zip Code**

PART II - CAUSE OF DISCRIMINATION OR COMPLAINT BASED ON [Check all appropriate box(s).]

Title VI of the Civil Rights Act of 1964

☐ Race ☐ Color ☐ National Origin

Other Nondiscrimination Statutes/Executive Orders

☐ Sex ☐ Disability ☐ Limited English Proficiency ☐ Age ☐ Income Status

PART III - THE PARTICULARS ARE: (Include names, dates, places, and incidents involved in the complaint.) [If additional space is needed, attach extra sheet(s).]

PART IV - REMEDY SOUGHT [State the specific remedy sought to resolve the issues(s).]

PART V - VERIFICATION

Complainant's Signature _____ Date _____

Instructions

GENERAL

1. Instructions provided within this form are not meant to be all inclusive. Any person or group(s) of persons filing external complaints of discrimination are responsible for all procedural requirements contained in the External Complaints of Discrimination process.

2. Under Title VI of the Civil Rights Act of 1964 or the related statutes and regulations, no person or groups(s) of persons shall, on the grounds of race, color, national origin; or sex, age, disability, limited English proficiency, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by **Valley Senior Services.** Any person or groups(s) of persons who feel they have been discriminated against may file a complaint.

3. Complainants **must** include all required information and **must** meet all timeframes as defined in the **Valley Senior Services** Complaint Procedure.

4. Legible copies of all available pertinent documentation should be attached to this form.

5. All inquiries should be directed to **Transit Manger, Valley Senior Services, 2801 32nd Ave So. Fargo, ND 58103, 701-293-1440**

PART I

Complete all information in this section.

PART II

Check all boxes that apply indicating the basis for the complaint. The discrimination **must** be based on at least one of the listed categories under Title VI or Other Nondiscrimination Statutes/Executive Orders. If the complaint pertains to service and the type is not listed, select "Other" and describe.

PART III

State the specific complaint in a manner that clearly identifies the issues upon which the complaint is based.

PART IV

State the minimum remedy acceptable for resolution of this complaint.

PART V

Sign and date this section to verify the information contained in Parts I through IV.

External Complaints of Discrimination

A. Introduction

Valley Senior Services External Complaints of Discrimination process is consistent with the Federal Transit Administration's (FTA) Title VI complaint procedures filed under Title VI of the Civil Rights Act of 1964 (and related nondiscrimination statutes), Title II of the Americans with Disabilities Act of 1990, and/or Section 504 of the Rehabilitation Act of 1973. The related nondiscrimination statutes, regulations, Executive Orders (E.O.), directives, and other references are available upon request.

B. Agencies Authorized to Receive Complaints

Complaints may be submitted to one of the following: Sub Recipient of NDDOT, NDDOT, FTA, the United States Department of Transportation (USDOT), or the United States Department of Justice (USDOJ). See Appendix A.

C. Persons Eligible to File

Any person or any specific class of persons, by themselves or by a representative, that believe they have been subjected to discrimination or retaliation prohibited by Title VI of the Civil Rights Act of 1964 (Race, Color, or National Origin), Section 504 of the Rehabilitation Act of 1973 (Section 504), or Title II of the Americans with Disabilities Act of 1990 (ADA), or related statutes (age, sex, or income status), may file a complaint.

D. Filing a Complaint

1. A complaint is a written or electronic statement concerning an allegation of discrimination that contains a request for the receiving office to take action. Complaints should be complete and sign Valley Senior Services External Complaints of Discrimination form and file by mail, fax, in person, or e-mail. A complaint should contain at least the following information:

    a. A written explanation of what has happened;

    b. A way to contact the complainant;

    c. The basis of the complaint, i.e., race, color, national origin; or sex, age, disability, income status, or limited English proficiency;

    d. The identification of the respondent, i.e., agency/organization alleged to have discriminated;

    e. Sufficient information to understand the facts that led the complainant to believe that discrimination occurred; and

    f. The date(s) of the alleged discriminatory act(s).

2. While the above indicates a complaint should be in writing and signed, Valley Senior Services will accept complaints in alternate formats from persons with disabilities, upon request.

    a. Upon request to Valley Senior Services, the complaint may be filed on a compact disk (PDF, work document, or audio recording are all acceptable formats) or in Braille.

3. The complainant may contact Valley Senior Services for assistance in filing a complaint. Valley Senior Services will consider every request for reasonable accommodation to provide:

    a. Accommodation for people with disabilities;

    b. Language interpretation for people with limited English proficiency (LEP);

    c. Translation of written materials necessary to access Valley Senior Services programs and information.

    To request accommodations, complainants may contact: Valley Senior Services Transit Manager 701-293-1440

    TTY users may use Relay North Dakota at 711 or (800)366-6888.

E. Timeframes for Filing a Complaint

1. Complaints must be filed within 180 calendar days of the last date of the alleged discrimination, unless the time for filing is extended. The filing date of the complaint is the earlier of:

    a. The postmark of the complaint, or

    b. The date the complaint is received by any agency that has jurisdiction for the complaint. See Appendix A.

F. Complaints Received by Valley Senior Services **Under FTA Jurisdiction**

1. Complaints filed under Title VI, related statutes, and Section 504/ADA in which Valley Senior Services is named as respondent will be forwarded by Valley Senior Services to NDDOT Civil Rights Division.

2. Title VI, related statutes, and Section 504/ADA complaints filed directly with Valley Senior Services against its sub recipients or contractors will be processed by Valley Senior Services in accordance with the FTA approved complaint procedures under FTA C 4710.1, FTA C 4702.1B, 49 CFR 27.13(b).

3. Valley Senior Services may investigate complaints against its sub-receptions or contractors as follows:
    a. The complaint will be reviewed within 10 business days to determine whether it contains all of the necessary information required for acceptance.

    b. If the complaint is complete and no additional information is needed, the complainant will be sent a letter of acceptance along with the Complainant Consent/Release form and the Notice About Investigatory Uses of Personal Information fact sheet.

    c. If the complaint is incomplete, the complainant will be contacted in writing or by telephone to obtain the additional information. The complainant will be given 10 business days to respond to the request for additional information.

    d. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, or if the complainant no longer wishes to pursue their case, Valley Senior Services can issue a letter and administratively close the case.

G. Complainant is Represented by an Attorney

Complainants represented by an attorney should provide a letter of representation.

H. **Timeframes for Investigations by** Valley Senior Services.

1. For Title VI or related statutes complaints, Valley Senior Services is required to follow the FTA C 4702.1B to comply with reporting requirements of 49 CFR 21.9(b). The investigation information is recorded on the Transit Title VI – List of Investigations, Lawsuits, and Complaints (SFN 60805) and submitted to NDDOT every year. Although, FTA regulations do not specify a timeframe for the investigation of Title VI complaints, the Valley Senior Services attempts to complete investigations within 90 calendar days of receipt of the complaint from NDDOT.

2. For Section 504/ADA complaints, Valley Senior Services is required to follow the FTA C 4710.1 to comply with reporting requirements of 49 CFR 27.121(b). Valley Senior Services shall forward a copy of the complaint, together with a copy of the report of investigation within 90 calendar days of receipt of the complaint to NDDOT and FTA.

I. **Letters of Finding (LOFs)**

1. The FTA has delegated authority for issuing LOFs for Title I, related statutes, and Section 504/ADA complaints processed by FTA.

2. Valley Senior Services has delegated authority for issuing LOFs for Title VI, related statutes, and Section 504/ADA complaints processed by Valley Senior Services against FTA funded sub recipients or contractors.

J. **Appeals**

1. LOFs issued by the FTA are administratively final.

2. Closure letters or LOFs issued by Valley Senior Services under FTA jurisdiction on Title VI, related statutes, and Section 504/ADA are administratively final. Individuals or a specific class of individuals, personally or through a representative, may submit a complaint to the North Dakota Department of Transportation (NDDOT) or Federal Transit Administration (FTA) withing 180 days from the date of the alleged discrimination.

APPENDIX A
Agencies Authorized to Receive and Process Complaints of Discrimination

North Dakota Department of Transportation
Civil Rights Division
608 E. Boulevard Avenue
Bismarck, ND 58507-0700

Phone: (701) 328-2576
Fax: (701 (328-0343
TTY: 711 or (800) 366-6888

Federal Transit Administration (FTA)
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Phone (888) 446-4511

United States Department of Transportation (USDOT)
Departmental Office of Civil Rights
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Phone: (202) 366-4649
Fax: (201) 202) 366-5575
TTY/Assistive Device: (202) 366-9696

USDOJ – Race, Color, National Origin Complaints

Federal Coordination & Compliance Section – NWB
Civil Rights Division
U.S. Department of Justice (USDOJ)
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Phone: (888) 848-5306 (English & Spanish)
(202) 307-2222 (voice)
(202) 307-2678 (TDD)

USDOJ – ADA Complaints
US Department of Justice (USDOJ)
950 Pennsylvania Avenue, N.W.
Civil Rights Division
Disability Rights Section 1425 NYAV
Washington, DC 20530

Fax: (202) 307-1197

ADA Information Line: (800) 514-0301 (voice) or
(800) 514-0383 (TTY)
Main Section Telephone Number:
(202) 307-0663 (voice and TTY)

Ransom County Transit

Public Transportation

Please call (877) 857-3743 or (701) 683-3131 to schedule a ride

Fares:

Out of County - $8.00/round trip

In County - $5.00/round trip

In Lisbon - $2.00/round trip + $1.00 per additional stop

STATEMENT OF NON-DISCRIMINATION

Under Title VI of the Civil Rights Act of 1964, and its related statutes and regulations, no person or groups of persons shall be, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities funded in whole or in part with Federal Funds. In Addition to Title VI, there are other non-discrimination statutes which include sex, age, and disability. These requirements define an over–arching Title VI/Non-discrimination and ADA Program. Contact the Transportation Manager **701 293-1440; 2801 32nd Ave So, PO Box 2217, Fargo ND 58108; on our website at valleyseniorservices.org** to request additional information on our nondiscrimination obligations or to file a complaint.

REASONABLE MODIFICATION

Valley Senior Services will consider every request for reasonable modification from individuals with disabilities . Language assistance for persons with limited English proficiency (LEP) is available free of charge. To request a reasonable modification or language assistance contact our office at **701 293-1440; 2801 32nd Ave So, PO Box 2217, Fargo ND 58108; on our website at valleyseniorservices.org**

Formal Title VI Complaint Procedure

Under Title VI of the Civil Rights Act of 1964, and its related statutes and regulations, no person or groups of persons shall be, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities funded in whole or in part with Federal funds. In addition to Title VI, there are other nondiscrimination statutes which include sex, age, and disability. These requirements define an over-arching Title VI/Nondiscrimination and ADA Program(opens in new tab).
Valley Senior Services will consider every request for reasonable modification from individuals with disabilities. Language assistance for persons with limited English proficiency (LEP) is available free of charge.

More Information

To request a reasonable modification or language assistance contact our office at 701-293-1440; 2801 32nd Ave So, PO Box 2217, Fargo ND 58108.

Contact the Transportation Manager (701- 293-1440; 2801 32nd Ave So, PO Box 2217, Fargo, ND 58108) to request additional information on our nondiscrimination obligations or for a copy of the Valley Senior Services Transportation Title VI Complaint Form and instruction sheet please click here.

Park District Board meetings take place once a month on the second Tuesday of the month at 5:30 pm. All Board Meetings are held in the Alex Stern Board Room of the Park District Offices at 6100 38th St. S. Fargo, ND 58104. For more information regarding the Park Board, policies, procedures or other items, click here.

(this is from our website)

MEMORANDUM

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item No. f: Approval of the Memorandum of Agreement with Cass County and the City of Fargo for the Rehabilitation of the Cass County 81/South University Drive Trail (52nd Avenue South to 88th Avenue South)

Cass County is planning to reconstruct a shared used path in 2027 that needs reconstruction along Cass County 81/South University Drive from 52nd Avenue South to 88th Avenue South. The project will replace an existing shared-use path with a new concrete shared-use path, providing an improved more durable path for pedestrians and bicyclists.

Please find the proposed Memorandum of Agreement between Cass County, the City of Fargo and the Fargo Park District. The Parties wish to work together on the construction and maintenance of the shared-use path pursuant to the terms and provisions of this Agreement.

The local cost share will be split between Cass County and City of Fargo. There will be no cost to the park district for this partnership project. The park district's responsibilities once the trail is rehabilitated would be snow/debris removal, mowing a 10-foot buffer along the sides of the trail, and weed control. Cass County received Transportation Alternative Program (TAP) grants from the Federal Highway Administration (FHWA) for this project.

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

Thank you.

Motion Recommended by Staff: Approve the Memorandum of Agreement with Cass County and the City of Fargo as presented.

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

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

Memorandum of Agreement

Cass County, City of Fargo, and Fargo Park District

Cass County 81 / University Shared-Use Path from 52nd Avenue to 88th Avenue

THIS AGREEMENT, made and entered into by and between the **City of Fargo, a North Dakota municipal corporation**, having an address of 225 4th Street North, Fargo, North Dakota 58102 (the "City"), **Cass County, a North Dakota political subdivision**, having an address of P.O. Box 2806, Fargo, North Dakota 58108-2806 (the "County"), and the **Fargo Park District**, a North Dakota political subdivision, having an address of 6100 38th St. S., Fargo, North Dakota 58104 (the "Park District"). The City, County, and Park District may individually be referred to as a "Party" and collectively as the "Parties."

Background:

Cass County is proposing a construction project for the **Cass County 81 / University Shared-Use Path from 52nd Avenue to 88th Avenue**. The project will replace the existing asphalt shared-use path with a new concrete shared-use path, providing an improved and more durable facility for pedestrians and bicyclists.

The replacement of the existing asphalt path with a new concrete path will improve the condition, longevity, and usability of the shared-use path and provide a safer and more effective connection for pedestrians and bicyclists in the area.

The shared-use path will benefit the County, City, Park District, and surrounding residents by providing an off-street connection for non-motorized transportation and improving connectivity within the area.

The Parties wish to work together on the construction and maintenance of the shared-use path pursuant to the terms and provisions of this Agreement.

Provisions of Agreement:

1) Cost Share:
The County will be responsible for ninety percent (90%) of the local funds required for the construction of the proposed improvements related to the project. The City will be responsible for ten percent (10%) of the local funds required for the construction of the proposed improvements. The cost share percentages identified herein will apply to the local funds remaining after any applicable grant funds or other outside funding sources have been allocated to the project.

In addition to the City's ten percent (10%) cost share, the City will be responsible for one hundred percent (100%) of the costs associated with any additional crossings added to the project at the request of the City that are not included in the base project scope.

The Fargo Park District will have no financial responsibility for the construction costs of the proposed improvements.

2) Shared-Use Path Maintenance, Signage, and Striping:
The County will be responsible for general maintenance and repairs of the shared-use path, including any costs associated with such maintenance and repairs. The City of Fargo has currently annexed the area of the project extending to 76th Avenue. Upon completion of the project, the City will assume responsibility for general maintenance and repairs of the shared-use path from 52nd Avenue to 76th Avenue.

The County will remain responsible for general maintenance and repairs of the shared-use path from 76th Avenue to 88th Avenue, including all associated costs, until such time as additional portions of the shared-use path are annexed into the City of Fargo. Upon future annexation of any portion of the shared-use path between 76th Avenue and 88th Avenue, responsibility for general maintenance and repairs of the annexed portion shall transfer to the City.

Upon completion of the project, the City will also assume responsibility for all signage and striping of the shared-use path from 52nd Avenue to 76th Avenue, including all associated costs. The County will be responsible for signage and striping of the shared-use path from 76th Avenue to 88th Avenue, including all associated costs, until such time as additional portions of the shared-use path are annexed into the City of Fargo. Upon future annexation of any portion of the shared-use path between 76th Avenue and 88th Avenue, responsibility for signage and striping of the annexed portion shall transfer to the City.

The Fargo Park District will be responsible for winter maintenance of the shared-use path, including snow removal, and all costs associated with such winter maintenance. The Fargo Park District shall also be responsible for mowing and providing all weed control within a 10-foot buffer area on each side of the shared-use path (the “Buffer Area”). The Park District's responsibility for winter maintenance, mowing, and weed control within the Buffer Area will continue regardless of whether all or portions of the shared-use path are subsequently annexed into the City of Fargo, unless otherwise agreed to in writing by the Parties.

3) Term:
The term of this Agreement will be twenty (20) years. This Agreement will automatically renew for successive periods of five (5) years unless terminated by any Party. Any Party may terminate this Agreement by providing one (1) year written notice to the other Parties.

4) Liability:
The employees and officers of a Party are deemed to be employees of that Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for each Party. Any and all liability of the Parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03, irrespective of whether any Party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each Party.

5) 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 Parties, their officers, employees, agents or designees relating to or arising out of that Party's, its 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, asserted or unasserted, 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.

6) Notice:
Any notice or election required or permitted to be given or served by any Party to this Agreement upon any other Party will be deemed given or served in accordance with the provisions of this Agreement 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 the City:
City of Fargo
ATTN: City Engineer
225 4th Street North
Fargo, ND 58102

If to the County:
Cass County
ATTN: County Engineer
P.O. Box 2806
Fargo, ND 58108-2806

If to the Park District:
Fargo Park District
ATTN: Executive Director
6100 38th St. S.
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 delivery. Any Party may change its address for service of notice in the manner specified in this Agreement.

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

8) Entire Agreement:
This Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties with respect to the subject premises. 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.

9) 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 or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

10) 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 had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

11) 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.

12) 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 successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

13) 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.

14) 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.

15) 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.

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

Approved by:

CASS COUNTY

Date: _____

Chair, Cass County Board of Commissioners

Finance Director, Cass County

CITY OF FARGO

Date: _____

Mayor, City of Fargo

City Auditor, City of Fargo

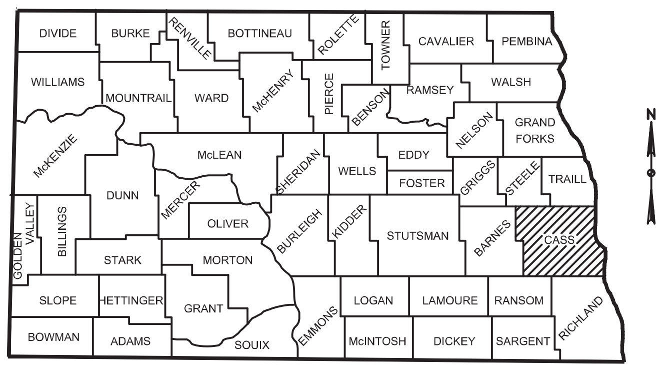
FARGO PARK DISTRICT

Date: _____

President, Fargo Park District Board of Commissioners

Executive Director, Fargo Park District

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	AC-TMA-TAU-CRP-8-984(183)	24418	1	1



STATE OF NORTH DAKOTA
SHOWING COUNTIES

CASS COUNTY, NORTH DAKOTA
PLANS FOR FEDERAL AID
PROJECT AC-TMA-TAU-CRP-8-984(183)
SHARED USE PATH

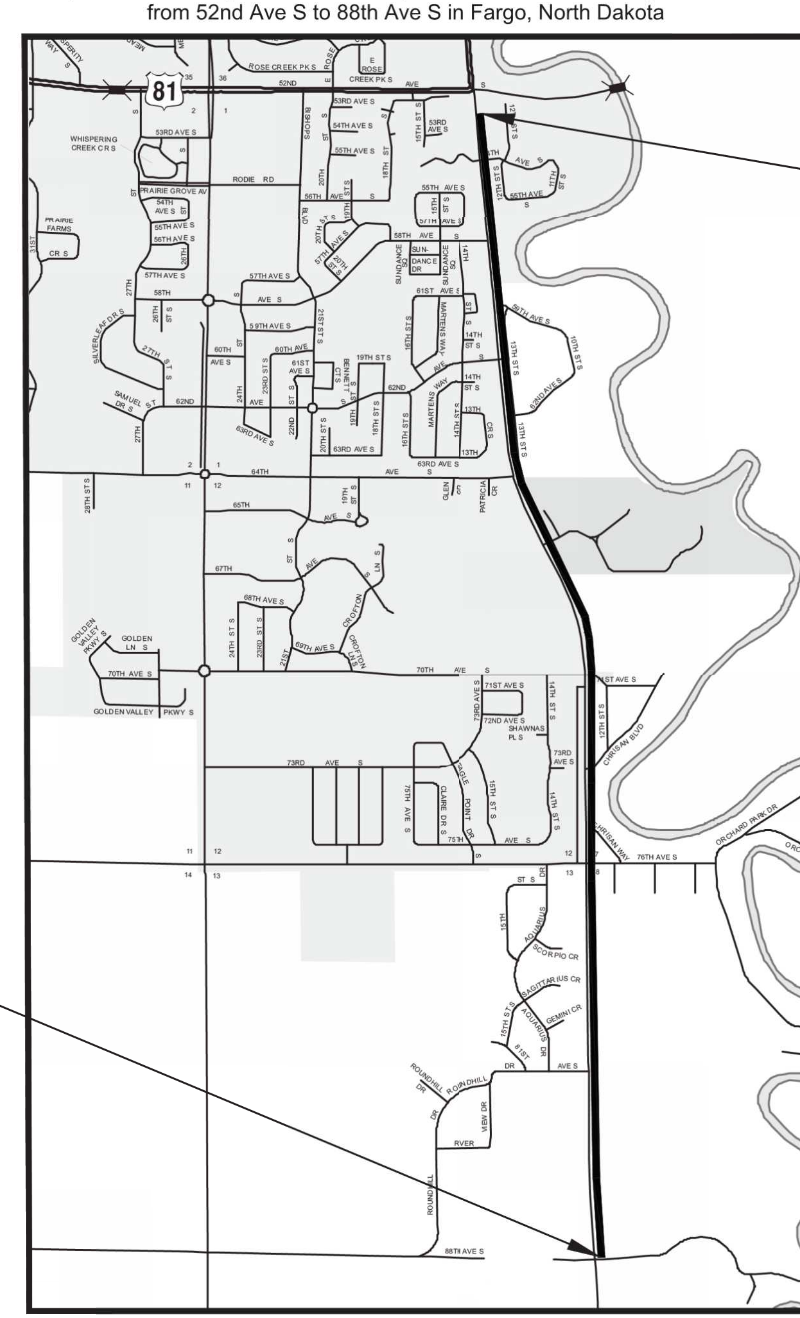
Project Consists of Removals, Concrete Shared Use Path, Culverts, and Flashing Beacons

Project is located adjacent to University Drive South/Cass County Highway 81 from 52nd Ave S to 88th Ave S in Fargo, North Dakota

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	07/1/2025
Supplemental Specifications	NONE

PROJECT LENGTH

PROJECT	GROSS MILES	EXCEPTION MILES	NET MILES
AC-TMA-TAU-CRP-8-984(183)	2.934	0.079	2.855
TOTAL	2.934	0.079	2.855



PS&E Corrections Made — August 2026
Surveyed & Designed Date — March 2026/May 2026

DESIGNER	Bryan Tykwinski, PE
DESIGNER	Zach Vlaminck
DESIGNER	Zach Nelson, EI
DESIGNER	-
DESIGNER	-

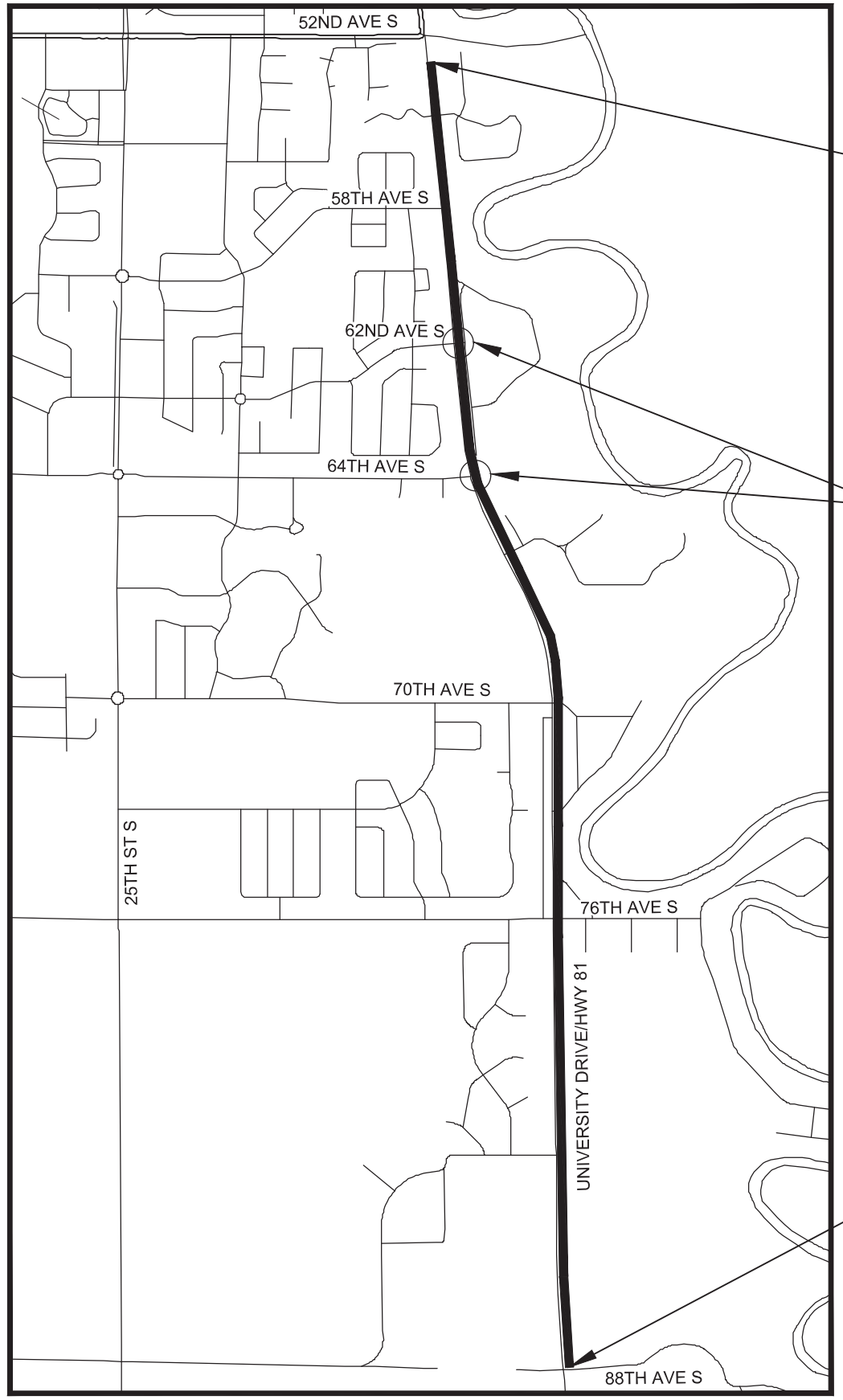
APPROVED DATE 08/26/26
Kyle Litchy
ND REG. NO. PE-27408

REGISTERED PROFESSIONAL ENGINEER
SCOTT MIDDAUGH
PE-7499
DATE 08/26/26
NORTH DAKOTA

KLJ
300 23RD AVE E
SUITE 100
WEST FARGO, ND 58078
(701) 232-5353, FAX (855) 288-8055

© KLJ 2026

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	TMA-TAU-CRP-8-984(183)	4	1



CONCRETE SHARED USE PATH & CULVERTS

END PROJECT
STA. 165+31.09

FLASHING BEACON (SEE SECTION 150)

BEGIN PROJECT
STA. 10+42.15

N

REGISTERED PROFESSIONAL ENGINEER
SCOTT MIDDAUGH
PE-7499
DATE 8/25/26
NORTH DAKOTA

TMA-TAU-CRP-8-984(183)
CASS COUNTY, NORTH DAKOTA

KLJ

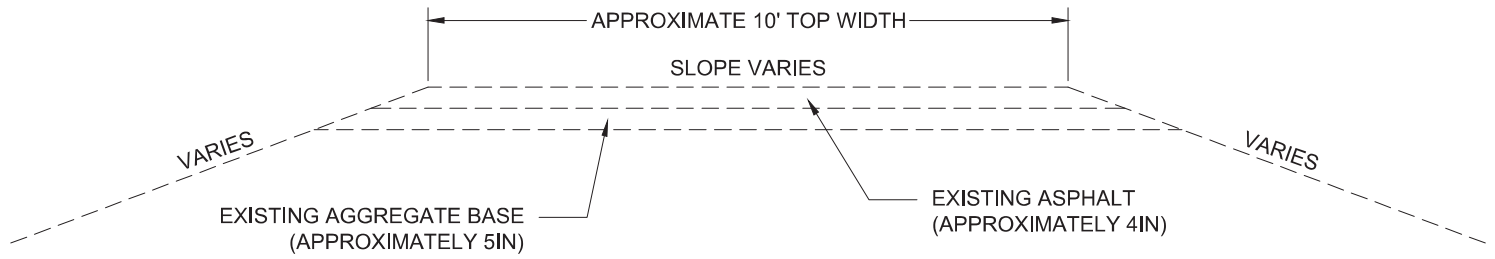
SCOPE OF WORK

DRWN. BY	CHK'D BY	PROJECT NO.
ZBN	BJT	2503-10999

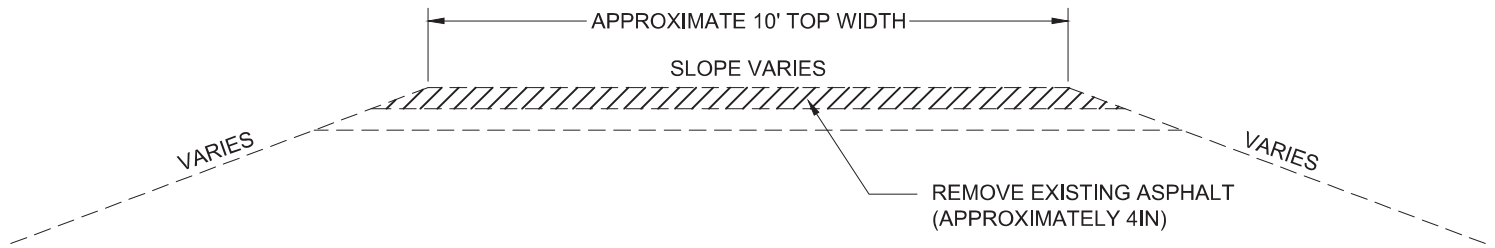
Aug 25, 2026 - 12:34pm - K:\Projects\County\ND\Cass\2503-10999_CR81 SUP\CAD\Design\Plans\2503-10999_004SW.dwg

©KLJ 2026

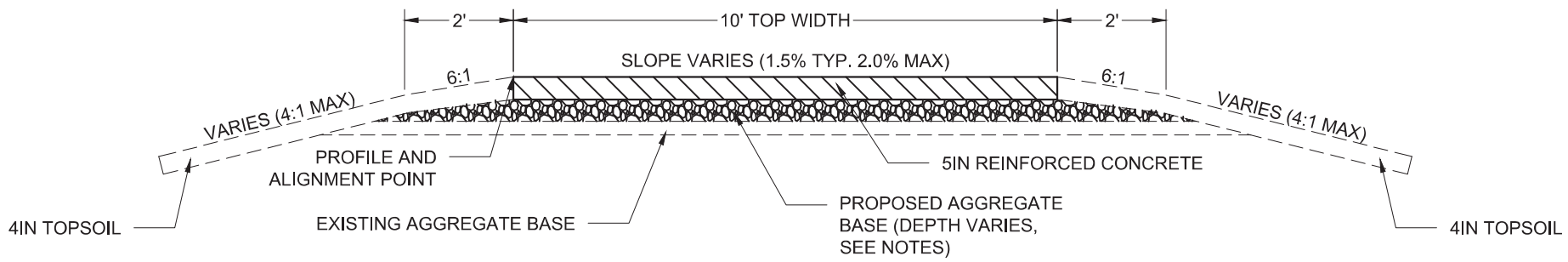
	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	TMA-TAU-CRP-8-984(183)	30	1



EXISTING TYPICAL
STA 10+42.15 TO STA 165+31.09



REMOVAL TYPICAL
STA 10+42.15 TO STA 165+31.09



PROPOSED TYPICAL
STA 10+42.15 TO STA 165+31.09

NOTES:
1. Grade existing aggregate to proposed top of aggregate base, maintain a minimum of 4" of existing aggregate.
2. Add additional aggregate on top of existing aggregate in fill areas.
3. A minimum of 5" of proposed aggregate to be installed in areas where the path is realigned, where there is no existing path, or where pipes are installed.

REGISTERED PROFESSIONAL ENGINEER
SCOTT MIDDAUGH
PE-7499
DATE 08/26/26
NORTH DAKOTA

TMA-TAU-CRP-8-984(183)
CASS COUNTY, NORTH DAKOTA

TYPICAL SECTIONS

DRWN. BY	CHK'D BY	PROJECT NO.
ZBN	BJT	2503-10999

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©KLJ 2026

MEMORANDUM

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item No. g: Approval of Bid for the Southwest Regional Pond Recreation Area Seeding Project

Bids for the Southwest Regional Pond Recreation Area Seeding Project were received and publicly opened on Wednesday, October 7, 2026, at 1:30 p.m., at the North Maintenance Shop. Attached to this memo is the bid tabulation.

We received bids from Minnesota Native Landscape in the amount of $85,400 and United Prairie Foundation in the amount of $106,855. After reviewing the bid information, staff recommends awarding the bid to Minnesota Native Landscape in the amount of $85,400. The bid met all specifications, is the lowest bid, and is within the budgeted amount of $100,000 for this project. Funds for this project are budgeted within the 2027 Capital Improvement Plan (CIP) budget for the Southwest Regional Pond Recreation Area Improvements.

This project was bid this fall to allow contractors the ability to properly evaluate the site conditions before the winter season. Work will commence once the 2027 growing season begins and will continue throughout the season until late Fall of 2027.

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

Thank you.

Motion Recommended by Staff: Approve the bid submitted from Minnesota Native Landscapes in the amount of $85,400 for the Southwest Regional Pond Recreation Seeding Project.

Fargo Park District
Southwest Regional Pond Recreation Area
Seeding Project
Bid Opening: 1:30 PM, Wednesday, October 07, 2026
North Maintenance Shop Conference Room

BIDDER	TOTAL BID PRICE
MINNESOTA NATIVE LANDSCAPING	$ 85,400.00
UNITED PRAIRIE	$ 106,855.00
	$
	$

MEMORANDUM

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Consent Agenda Item h. Approval of Revised Bridge Maintenance Agreement in relation to bridges across the Red River with City of Fargo, City of Moorhead and Clay County

---

This item was initially discussed at the May 27, 2026, Planning Committee meeting and subsequently approved by the Board on June 9, 2026. A revised copy of the agreement was distributed and reviewed at the October 21, 2026, Planning Committee meeting.

In late June, Tom Trowbridge, City Engineer for the City of Moorhead, notified me that a revision to the existing agreement was necessary. The revision clarifies responsibility for inspecting vehicle bridges and reporting inspection results to the Federal Highway Administration (FHWA) for locally owned border bridges.

This change does not affect any provisions or responsibilities outlined in the agreement pertaining to pedestrian bridges. However, because the Fargo Park District is a signatory to the agreement, the revised document must be brought back before the Board for approval.

Included with this memo is a redlined version of the revised agreement, highlighting the proposed changes for ease of review.

We are asking the Board to review and move to approve the revised agreement.

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

Thank you.

Motion Recommended by Staff: I move to approve the revised Bridge Maintenance Agreement as presented.

BRIDGE MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between the City of Moorhead, whose address is 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 ("Moorhead"), the City of Fargo, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 ("Fargo"), the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (the "Park District"), and Clay County, whose address is 807 — 11th Street North, Moorhead, Minnesota 56560 ("Clay County").

RECITALS

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

WHEREAS, Moorhead City Charter § 6.05, authorizes Moorhead to enter into contracts; and

WHEREAS, Minnesota Statutes Annotated § 373.01, authorizes Clay County to enter into contracts; and

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

WHEREAS, there are a number of bridges serving the Fargo-Moorhead area that need to be or will need to be inspected, repaired and maintained; and

WHEREAS, the parties have agreed to share in the responsibility of maintenance, inspection, and repair of the bridges, subject to the terms of this Agreement.

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:

AGREEMENT

1. **The Bridges**. The bridges to be inspected, maintained, and/or repaired pursuant to this Agreement are:

    a. 40th Avenue North (CSAH 20)/Wall Street Avenue (CSAH No. 22) Bridge (Bridge No. 14539)
    b. 12th Avenue North/15th Avenue North Bridge (Bridge No. 14523)
    c. 1st Avenue North Bridge (Bridge No. 14511)
    d. Center Avenue/NP Avenue Bridge (Bridge No. 5270)
    e. Main Avenue Bridge (Bridge No. 14012)
    f. 52nd Avenue South/60th Avenue South (CSAH No. 12) Bridge (Bridge No. 14510)
    g. Lindenwood-Gooseberry Pedestrian Bridge
    h. Oak Grove-Memorial Pedestrian Bridge
    i. Floating Pedestrian Bridge
    j. Bluestem Pedestrian Bridge (Bridge No. R1122)

(hereinafter collectively referred to as the "Bridges").

2. **Inspection**. The Bridges must be inspected in accordance with federal and state requirements and the National Bridge Inspection Standards as required by 23 CFR 650.3. Pursuant to a border bridge agreement between the North Dakota Department of Transportation (NDDOT) and the Minnesota Department of Transportation (MnDOT), those two agencies ~~will be the lead agencies for conducting bridge inspections~~have determined which DOT agency will be the lead for receiving inspection reports for the locally owned bridges from the local agencies and forwarding the inspection reports on to the FHWA. Where bridge inspections are conducted by ~~NDDOT~~Fargo, they will ~~coordinate directly with Fargo~~be reported to NDDOT. Where bridge inspections are conducted by Moorhead or Clay County, they will be reported to MnDOT~~, they will coordinate directly with Moorhead or Clay County~~. Fargo and Moorhead or Clay County will notify each other when ~~a DOT~~an inspection is to be conducted. Bridge inspection responsibilities will be as follows:

   a. ~~MnDOT~~ Moorhead will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14523 and for coordinating with MnDOT on the special inspections of the pin and hanger assemblies of Bridge No. 5270. ~~NDDOT~~ Fargo will act as the lead in arranging for and conducting the routine inspections of Bridge Nos. 14511 and 5270, and for coordinating with NDDOT on the inspections of the underwater elements of Bridge Nos. 14523, 14511, and 5270. Fargo and Moorhead agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these three bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.

   b. ~~MnDOT~~ Clay County will act as the lead in arranging for and conducting the inspections of Bridge No. 14539. ~~NDDOT~~ Fargo will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14510, and for coordinating with NDDOT on the inspections of the underwater elements of Bridge Nos. 14510 and 14539. Fargo and Clay County agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these two bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.

   c. The Main Avenue Bridge (#14012) is owned and operated by MnDOT and NDDOT, and those agencies are responsible for all inspections for that bridge.

   d. There are no current federal or state requirements to inspect pedestrian bridges unless they are over public highways or streets. Therefore, there are currently no requirements to inspect the pedestrian bridges over the Red River. In the event federal or state requirements change, or if any party wishes to inspect the pedestrian bridges over the Red River, the responsibility for the inspection will be as set forth in paragraph 7 below.

3. **Snooper Truck**. A snooper truck is a truck with a long arm used by qualified inspectors to

perform thorough evaluations of bridges to identify necessary repairs. A snooper truck may be utilized in conducting the inspection of the Bridges. For purposes of this Agreement, if Fargo, Moorhead, or Clay County conduct an inspection that requires a snooper truck, the snooper truck will be provided by MNDOT. Any and all costs, including all administrative costs, associated with rental or use of the snooper truck will be split equally between the responsible parties.

4. **General Maintenance**. General maintenance includes, but is not limited to, flushing of joints, pavement markings, sweeping, and snow removal. General maintenance responsibilities will be as follows:

a. Roadway snow removal and General Maintenance for the Main Avenue Bridge is the responsibility of MnDOT and NDDOT except for any responsibilities that Fargo and Moorhead may have agreed to through construction and maintenance agreements with their respective DOT's. These agreements include, but are not limited to the Cost Participation, Construction and Maintenance Agreement for the Mid-Span Plaza between the City of Fargo and NDDOT, and Cooperative Construction Agreement #84518-R between the City of Moorhead and MnDOT. Subject to those other agreements, the Cities of Fargo and Moorhead agree to share maintenance responsibilities for the Main Avenue Bridge as follows:
   i. Fargo will be responsible for:
      1) Snow removal and General Maintenance of the sidewalks
      2) The street lights on the west half of the bridge
      3) Decorative columns and railings on the west half of the bridge
      4) Retaining walls and decorative railings connected to the west abutment of the bridge
      5) The flagpoles and flags on the west half of the Mid-Span Plaza
      6) Snow removal and General Maintenance of the Mid-Span Plaza, including garbage and litter pick-up
      7) Other maintenance of aesthetic features of the Mid-Span Plaza, including light poles, benches, decorative railings and columns, and other aesthetic features
   ii. Fargo Park District will be responsible for:
      1) Mowing, trimming, and landscape maintenance of turf and planting around the west abutment and retaining walls
   iii. Moorhead will be responsible for:
      1) The street lights on the east half of the bridge
      2) Decorative columns and railings on the east half of the bridge
      3) Retaining walls and decorative railings connected to the east abutment of the bridge, including the Bridgehead Plaza
      4) Flagpoles and flags on the east half of the Mid-Span Plaza

b. Roadway snow removal for each of the locally owned Bridges will be the responsibility of whichever entity is first to arrive at the location, unless otherwise agreed between the parties responsible for each bridge.

c. Street sweeping, pavement marking, joint flushing and sidewalk snow removal for Bridges Nos. 14511, 14523, 14539, and 5270 will be the responsibility of Moorhead and Fargo.

   i. Moorhead will be responsible for these activities on Bridge Nos. 14523 and 5270.

ii. Fargo will be responsible for these activities on Bridge Nos. 14511 and 14539.

d. The costs associated with General maintenance of the Bridges will be split pursuant to the terms of this Agreement. General maintenance of items on each party's own property, including the approaches and bridge abutments, will be the responsibility of that party. Repairs to the superstructure or the deck will be split pursuant to the terms of this Agreement.

5. **Maintenance and Repair — Bridges Nos. 14511, 14523, 5270**. Maintenance and repair work for Bridge Nos. 14511, 14523, and 5270 will be the responsibility of Moorhead and Fargo.

a. Moorhead will be responsible for:

i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
ii. Contracting with the proper party to perform any and all maintenance or repair of the Bridge as identified by the inspection, or as identified by either Moorhead or Fargo;
iii. Arranging for any necessary materials testing;
iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.

b. Fargo will be responsible for:

i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.

c. In the event the river reaches a level which requires additional work be done to Bridge No. 14523, including but not limited to, removal of light poles and fencing on the Bridge, Moorhead will be the responsible party for ensuring the work is completed. Any and all costs, including all administrative costs, associated with this work will be shared equally between Moorhead and Fargo.

d. Approval must be given in writing by the authorized person or persons for both Fargo and Moorhead prior to incurring any cost for maintenance or repair of the Bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency.

6. **Maintenance and Repair — Bridges Nos. 14510 and 14539**. Maintenance and repair work for Bridge Nos. 14510 and 14539 will be the responsibility of Clay County and Fargo.

a. Clay County will be responsible for:

i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
ii. Contracting with the proper party to perform any and all maintenance or repair of the

bridge as identified by the inspection, or as identified by either Clay County or Fargo;

iii. Arranging for any necessary materials testing;
iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.

b. Fargo will be responsible for:

i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.
ii. Approval must be given in writing by the authorized person or persons for both Fargo and Clay County prior to incurring any cost for maintenance or repair of the bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency

7. **Maintenance and Repair — Bridge Nos. 14012**. Maintenance and repair work for Bridge No. 14012 is the responsibility of NDDOT and MnDOT, and is not covered by this agreement, with the exception of the items described above in section 4.a.i and 4.a.ii.

8. **Maintenance and Repair — Pedestrian Bridges**.

a. *Floating Pedestrian Bridge*. The Park District and Moorhead, through the Park Department, will share equally in any repair costs associated with the floating pedestrian bridge. The Park District and Moorhead will alternate responsibility for the maintenance, installation, and removal of the floating pedestrian bridge.

i. Moorhead will be responsible for:

1) maintenance and removal of the floating pedestrian bridge in even- numbered years;
2) installation of the floating pedestrian bridge in the spring of the following odd-numbered year; and
3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

ii. The Park District will be responsible for:

1) maintenance and removal of the floating pedestrian bridge in odd- numbered years;
2) installation of the floating pedestrian bridge in the spring of the following even-numbered year; and
3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

b. *Permanent Pedestrian Bridges*. Responsibility for the permanent pedestrian bridges will be as follows:

i. The Park District will be responsible for:

1) 100% of the operation and maintenance of the Lindenwood-Gooseberry Pedestrian Bridge.

ii. Fargo will be responsible for:

1) 100% of the maintenance of the lighting on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
2) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

iii. Moorhead will be responsible for:

1) 100% of the operation and maintenance of the Oak Grove-Memorial Pedestrian Bridge; and
2) 100% of the snow removal on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
3) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

c. In the event any of the pedestrian floating or lift bridges referenced in this section are in need of any major capital improvement, meaning an improvement that exceeds $5,000, the cost of that improvement will be the joint responsibility of the Park District and Moorhead. Any and all major capital improvements must first be approved, in writing, by both the Park District and Moorhead.

d. In the event the Bluestem Pedestrian Bridge is in need of any major capital improvement, meaning an improvement that exceeds $5,000, the cost of that improvement will be the joint responsibility of Fargo and Moorhead. Any and all major capital improvements must first be approved, in writing, by both Fargo and Moorhead.

e. Moorhead, Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the pedestrian bridges 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.

f. 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. If they cannot otherwise settle the dispute, the matter will be submitted to binding arbitration. Unless the parties can agree upon a single arbitrator, each party will select one arbitrator and the two so selected will select the third arbitrator. The decision of a majority of the arbitrators, or the single arbitrator chosen, will be conclusive and binding upon the parties.

9. **Easements**. Each party will each grant any other party any and all necessary easements to enable the other party to perform their obligations under the terms of this Agreement.

10. **Term**. The term of this Agreement will be ten (10) years, with an expiration date of December 31, 2036. This Agreement will automatically renew for successive periods of one (1) year unless terminated by any party. Any party may terminate this Agreement by providing one (1) year written notice to the other parties.

11. **Liability**. The employees and officers of a party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of that party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party. Any and all liability of the parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03 and Minnesota Statutes Annotated § 466.04, irrespective of whether any party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each party.

12. **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 parties, their officers, employees, agents or designees relating to or arising out of that party's, its 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, asserted or unasserted, 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.

13. **Insurance**. Moorhead, through League of Minnesota Cities Insurance Trust (LMCIT), will maintain insurance on Bridge Nos. 14511, 14523, 5270, and the pedestrian bridges. Moorhead will bill the Park District and Fargo for their respective share of the cost of the insurance. Clay County will maintain insurance on Bridge Nos. 14510, 14524, and 14539. Clay County will bill Fargo for their respective share of the cost of the insurance. The parties may annually review the costs of insurance and potential insurance providers.

14. **Notice**. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement 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 Fourth Street North
Fargo, ND 58102

If to Moorhead:
City of Moorhead

ATTN: City Manager
P.O. Box 779
Moorhead, MN 56561-0779

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

If to Clay County: Clay County
ATTN: County Auditor
807 – 11th Street North
Moorhead, MN 56560

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 Agreement.

15. **Time is 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 with respect to the subject premises. 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.

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 or parties 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 heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the

context so requires.

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.

22. **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.

25. **Previous Agreements Superseded**. This Agreement supersedes any previous agreement between any of the parties hereto regarding any of the Bridges, or its predecessor.

(Remainder of page intentionally left blank.)

Dated this ___ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CITY OF MOORHEAD, MINNESOTA:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

PARK DISTRICT OF THE CITY OF FARGO:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CLAY COUNTY, MINNESOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

M E M O R A N D U M

DATE: November 10, 2026

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No.3 Board to Consider Agreement with Fargo Area Sports for the Tharaldson Little League Turf Project; Dave Bietz, presenter

As part of the 2027 Capital Improvement Budget, the Fargo Park District has proposed partnering with Fargo Area Sports (FAS) to complete a turf project at Tharaldson Little League Complex. FAS has committed to sharing in the cost of the project.

Included with this memo is a draft agreement outlining the terms of the partnership, along with a site map identifying the project area. The item was discussed at the October 21, 2026, Planning Meeting, with much of the discussion focused on the naming rights provisions of the agreement. Commissioners raised several questions that staff were unable to answer during the meeting. Staff have since followed up with Alex Sumner, Executive Director of Fargo Area Sports, to obtain clarification. A summary of that discussion is also attached for the Board's information.

Alex will attend the Board meeting to address any questions regarding the naming rights provisions or other aspects of the proposed partnership from the FAS perspective.

The agreement also includes language clarifying the duration of the naming rights, which will be limited to the useful life of the turf. The agreement has been reviewed by both Fargo Area Sports and the Park District's legal counsel.

Agreement Highlights

- **Fargo Park District Contribution:** $650,000 toward the project.
- **Construction Timeline:** Construction is anticipated to begin on or about August 1, 2027, with substantial completion by November 1, 2027.
- **Design and Construction Oversight:** The Fargo Park District will be responsible for project design and construction oversight.
- **Naming Rights:** Fargo Area Sports will receive naming rights to the turf to recognize and support its financial contribution to the project.

- **Maintenance Responsibilities:** Maintenance will be shared between the two entities, with Fargo Area Sports responsible for daily maintenance and the Fargo Park District responsible for annual maintenance items.

The Board previously authorized the project to be bid at its October 6, 2026, meeting. The anticipated bidding and review schedule is outlined below:

Proposed Project Timeline

- **Advertise for Bids:** November 18–December 9, 2026
- **Bid Opening:** December 10, 2026
- **Bid Review:** January 20, 2027, Planning Committee Meeting
- **Potential Bid Award Approval:** February 9, 2027, Park Board Meeting

With further discussion and understanding of the position of Fargo Area Sports and the understanding of the significance of this project not only for the Park District, but also for the community, Staff is recommending approval of this agreement and to move forward to bidding this project.

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

Thank you.

Motion Recommended by Staff: I make a motion to approve the agreement with Fargo Area Sports as presented.

AGREEMENT FOR INSTALLATION OF SYNTHETIC TURF AT THARALDSON LITTLE LEAGUE COMPLEX

This Agreement (the "Agreement") is entered into this _____ day of _____, 2026 between the **Park District of the City of Fargo** ("Park District") and **Fargo Area Sports,** a North Dakota non-profit organization ("FAS") doing business as **Fargo Youth Baseball a/k/a Fargo Little League of Fargo**.

Whereas, the Park District is the Owner and Landlord of Tharaldson Little League Complex ("TLLC"). The Fargo Area Sports is the Tenant, under the current Lease Agreement, desires to install synthetic turf infields on four of the fields at Tharaldson Little League Complex.

Whereas, the Park District and FAS desire to install synthetic turf infields on four fields located at Tharaldson Little League Complex ("TLLC"), with the Park District contributing land, project administration, and up to Six Hundred Fifty Thousand Dollars ($650,000.00) toward the Project, and FAS contributing all remaining funding necessary to complete the Project.

Now, therefore, the parties agree as follows:

1. Financial Obligations. The Park District agrees to contribute land for the Project and funding in an amount not to exceed Six Hundred Fifty Thousand Dollars ($650,000.00) toward the design, bidding, and construction of synthetic turf infields at TLLC (the "Park District Contribution"). The Park District Contribution shall be limited exclusively to the turf infield improvements approved by the Park District.

   FAS shall be solely responsible for all Project costs exceeding the Park District Contribution, including, without limitation, costs associated with any bid alternates, expanded project scope, upgrades, additional amenities, change orders, contingencies, or the installation of synthetic turf in any outfield areas.

   Prior to commencement of bidding, FAS shall provide documentation reasonably satisfactory to the Park District demonstrating that FAS has secured funding, financing commitments, grants, pledges, cash reserves, or other financial resources sufficient to pay all Project costs in excess of the Park District Contribution. The Park District shall have no obligation to proceed with bidding or construction until such documentation has been received and approved.

   Because the Park District will contract for and pay Project invoices directly, FAS shall reimburse the Park District for all Project costs in excess of the Park District Contribution. FAS shall deposit funds with the Park District in accordance with a funding schedule established by the Park District prior to commencement of construction.

   At a minimum:

   - Prior to award of a construction contract, FAS shall demonstrate sufficient funding to cover all estimated Project costs exceeding the Park District Contribution.
   - During construction, FAS shall reimburse the Park District for all Project costs exceeding the Park District Contribution within thirty (30) days following invoice from the Park District.

- All amounts due from FAS for construction costs incurred during a calendar year shall be paid in full no later than December 31 of that same calendar year.

Failure to timely provide proof of funding or reimburse the Park District shall constitute a material default under this Agreement.

Following completion of the bidding process and receipt of the project bids, each party shall have the independent right to determine whether to proceed with the project based upon the actual bid results, anticipated project costs, available funding, and the proposed scope of work. Neither party shall be obligated to proceed with the project solely because the parties previously agreed to pursue the project or authorized the bidding process.

If the lowest responsible bid exceeds the parties' estimated project cost or otherwise results in costs that either party determines not acceptable, the parties shall meet and confer in good faith to evaluate potential modifications to the project scope, budget, funding, or other project terms. Any modification to the project scope or budget shall require the mutual agreement of the parties.

If the parties are unable to reach mutual agreement regarding an acceptable scope, budget, funding arrangement, or other terms necessary to proceed, either party may elect not to proceed with the project, without further obligation to the other party, except for any obligations expressly identified as surviving termination or any costs previously approved and incurred by the parties.

Nothing in this provision shall be construed to require either party to accept a bid, increase its financial commitment, or proceed with the project if the actual bid results are unacceptable to that party.

2. Construction Timeline. The parties acknowledge that timely completion of the Project is important to minimize disruption to programming at TLLC. The Project is anticipated to commence on or about August 1, 2027, and achieve Substantial Completion on or before November 1, 2027, subject to weather conditions, material availability, contractor performance, and other factors beyond the reasonable control of the parties. The Park District shall establish the final bidding, contracting, and construction schedule.

3. Design Responsibilities. The Park District shall retain and administer the services of any consultant, engineer, architect, or other design professional necessary for preparation of plans, specifications, bidding documents, and construction administration for the Project. FAS shall have an opportunity to review and provide input regarding design concepts and Project features. Final approval authority regarding all plans, specifications, design elements, bid alternates, and Project scope shall rest with the Park District.

4. Construction Responsibilities. The Park District shall administer the Project and shall be responsible for soliciting bids, awarding contracts, entering into construction agreements, and overseeing construction of the Project. The Park District shall retain construction administration authority and shall have final decision-making authority regarding Project scope, bid alternatives, change orders, schedule modifications, and acceptance of the work.

FAS shall cooperate with the Park District throughout the design and construction process and shall timely provide any information reasonably requested by the Park District. FAS shall designate one authorized representative with authority to act on behalf of FAS regarding design review, project coordination, funding verification, and day to day communications.

To the extent the Project includes a bid alternate for synthetic turf outfields, FAS shall be solely responsible for all costs attributable to such outfield improvements, and the Park District Contribution shall not be increased to cover any portion of such costs.

5. Use. Usage of fields will comply with terms outlined in the current Lease agreement.

6. Naming Rights. Subject to the Park District's prior written approval, which approval shall not be unreasonably withheld, FAS may sell or grant naming rights associated with the synthetic turf improvements. FAS may also sell sponsorships or advertising displayed on or incorporated into the synthetic turf surface, including field logos, sponsor logos, field markings, or similar advertising features. All naming rights, sponsorships, advertisements, designs, placements, and related agreements shall be subject to Park District review and approval and must comply with all applicable Park District policies, standards, and public entity requirements. All naming rights associated with the turf shall remain in effect only for the useful life of the turf and shall automatically expire upon the end of that useful life. FAS represents, warrants, and agrees that any naming rights, sponsorship, advertising, or similar rights granted by FAS pursuant to this Section shall be expressly limited in duration to the useful life of the synthetic turf improvements and shall not extend beyond such useful life.

   Nothing herein shall grant FAS any ownership interest in the Project improvements.

7. Maintenance. Following completion of the Project, the Park District shall own all synthetic turf improvements and related infrastructure.

   FAS shall be responsible for routine day-to-day maintenance of the synthetic turf areas, including:

   - Grooming high-use areas; consisting of batters box and home plate area, pitching areas, and areas around 1st, 2nd, and 3rd bases.
   - Monitoring and correcting infill distribution;
   - Removal of litter, debris, and foreign materials;
   - Routine field inspections; and
   - Such other daily maintenance tasks as may be recommended by the turf manufacturer.

   The Park District shall be responsible for annual maintenance activities, including:

   - Deep grooming of infill;
   - Measuring and replenishing infill as necessary;
   - Inspection of drainage systems;
   - Grooming and restoration of turf fibers;
   - Cleaning and disinfecting field surfaces; and
   - Other annual maintenance procedures recommended by the manufacturer.

   Each party agrees to perform its maintenance responsibilities in a manner consistent with manufacturer recommendations so as to preserve warranties and maximize the useful life of the

turf system.

8. Ownership of Improvements. Notwithstanding any financial contribution made by FAS, all synthetic turf improvements, drainage improvements, base materials, accessories, appurtenances, and related Project improvements shall become and remain the sole property of the Park District upon installation.

   FAS shall have no ownership interest in the improvements and shall have only such use rights as may be provided under the parties' Lease Agreement and this Agreement.

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

10. Term. Notwithstanding the foregoing, if construction of the Project has not commenced on or before August 1, 2027, or if the Project is not substantially complete by November 1, 2027, the Park District may terminate this Agreement upon written notice to FAS; provided, however, that delays caused by weather, force majeure events, contractor delays, material shortages, governmental approvals, or circumstances beyond the reasonable control of the parties shall not constitute grounds for termination.

Park District of the City of Fargo

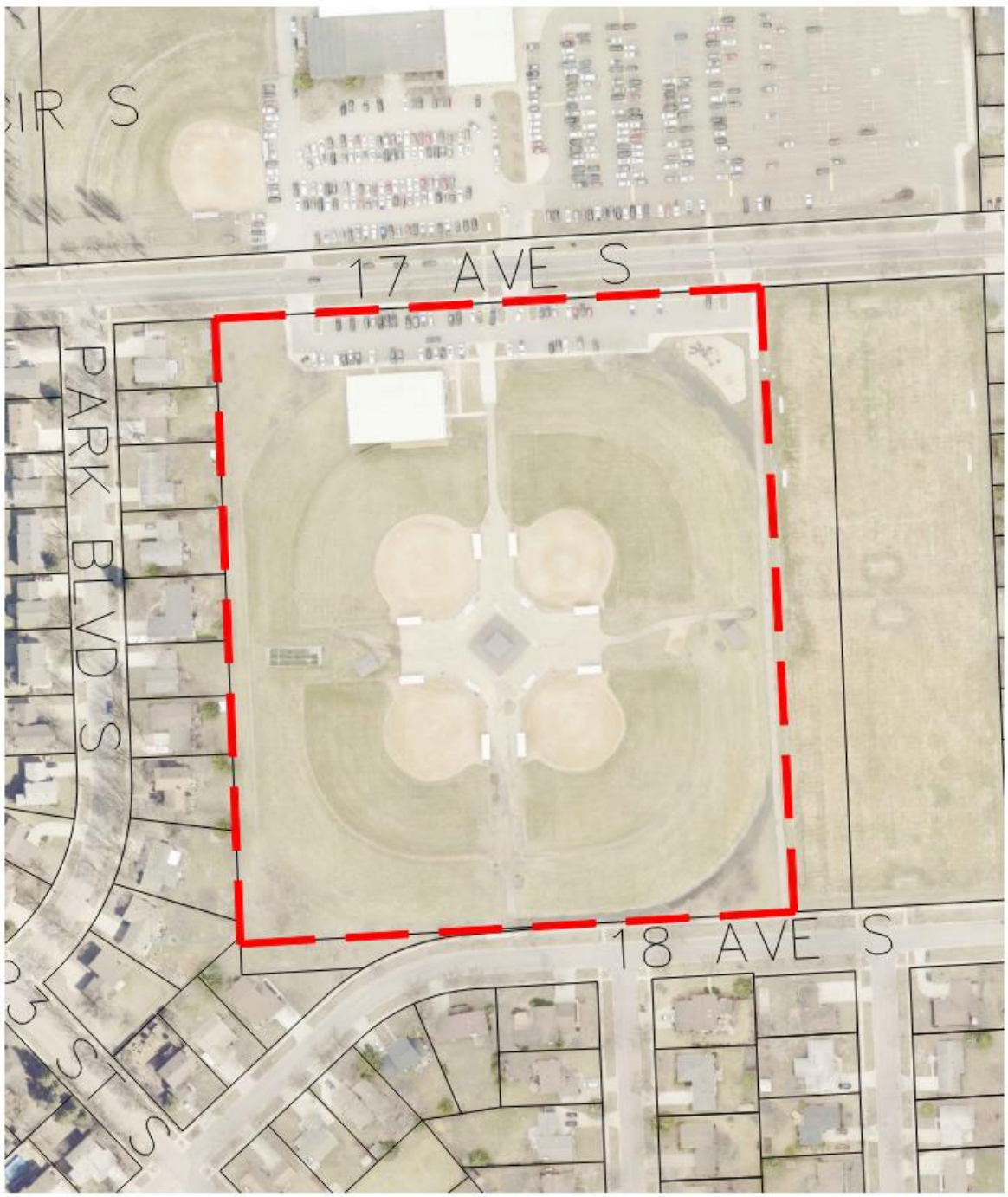
_____
By: Jerry Rostad
Its: President

_____
By: Jeff Gunkelman
Its: Clerk

Fargo Area Sports

_____
By: _____
Its: _____

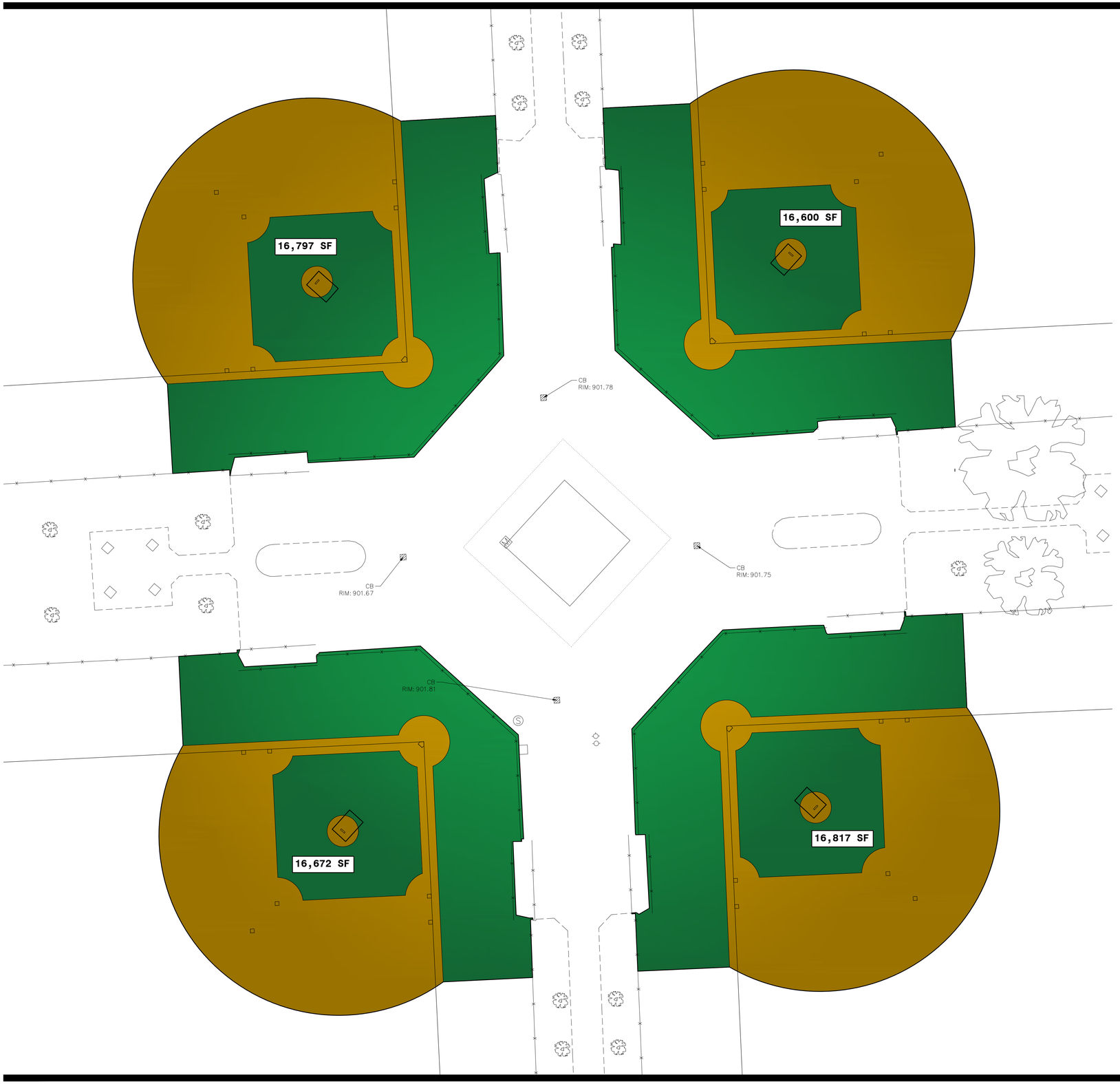
EXHIBIT “A”
Synthetic Turf Project

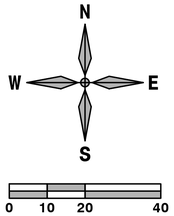


THARALDSON LITTLE LEAGUE COMPLEX SYNTHETIC TURF PROJECT

1804 17th Ave S
FARGO, ND 58104

FargoPark DISTRICT





SCALE: 1 INCH = 20 FEET

SYMBOL LEGEND:

- EXISTING BASEBALL BASE
- EXISTING SIGN
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING SANITARY MANHOLE
- EXISTING CLEANOUT
- EXISTING FIRE HYDRANT
- EXISTING GATE VALVE
- EXISTING GAS METER
- EXISTING TRANSFORMER
- EXISTING TREES
- EXISTING FENCE

MBN ENGINEERING

MECHANICAL * ELECTRICAL * CIVIL

701 MAIN AVENUE
FARGO, ND 58102
PHONE: 701.478.6336
FAX: 701.478.6340

REVISIONS:

NO.	DATE	DESCRIPTION

FargoPark DISTRICT

THARALDSON LITTLE LEAGUE TURF IMPROVEMENTS

FARGO, NORTH DAKOTA

NOT FOR CONSTRUCTION

MBN JOB #: 26-222 DATE: 9-29-26

PAVING PLAN

C4.0

On Thursday, October 22nd at approximately 10 am, I had a phone conversation with Alex. I reviewed what we had discussed at the Planning Committee meeting the day previous. Below is a summary of what we talked about.

1. Naming Rights Revenue and Project Funding

I asked whether Fargo Area Sports would need revenue from the naming rights to the turf in order to fund the project. He indicated that the answer was both yes and no. One of the current field sponsors has already committed additional funding toward the turf project. Fargo Area Sports also plans to approach the existing sponsors of the remaining fields to determine whether they would be willing to contribute additional funds in exchange for having their names displayed on both their respective fields and the turf.

He explained that any revenue generated through naming rights would help offset the amount Fargo Area Sports would need to borrow to complete the project. He also noted that, without the ability to pursue naming rights, the organization would likely have limited capacity to contribute additional funding if project costs exceed the current estimate. More broadly, he expressed concern that the inability to generate revenue through sponsorships could limit Fargo Area Sports' ability to participate in larger capital projects in the future.

2. Potential Revenue Sharing

I asked whether Fargo Area Sports would consider sharing a percentage of the advertising or sponsorship revenue it generates with the Park District. He indicated that this may be a possibility but questioned what role the Park District would play in helping secure those sponsorships. Specifically, he wanted to understand how the Park District could assist in selling sponsorship opportunities to generate additional funding for facility improvements.

3. Separate Naming Rights Agreement

We discussed the possibility of establishing a separate agreement specifically addressing naming rights. He was open to this approach but emphasized that the sponsorship revenue generated by Fargo Area Sports directly contributes to funding these projects and improving our facilities.

He also explained that, without the ability to generate revenue through naming rights and sponsorships, the organization may eventually need to increase fees for families to help fund future capital improvements. He views sponsorship opportunities as an important tool for keeping participation costs manageable while continuing to invest in facility improvements.

4. Limiting Naming Rights to the Life of the Turf

I explained that the Park District would like to include language in any agreement limiting the naming rights to the useful life of the turf. He indicated that he was comfortable with this limitation.

5. Fargo Area Sports' Commitment to the Project

He reiterated that Fargo Area Sports has been willing to partner with the Park District on this project for some time and remains committed to contributing an amount equivalent to the Park District's investment to help make the project possible.

Planning Committee Meeting
Wednesday, October 21, 2026; 8:00 a.m.
Fargo Parks Sports Center
Alex Stern Boardroom

Present: Zoe Absey, Joe Deutsch, Emily Secor May, Susan Faus, Dave Bietz, Jayne Gust, Tony Schmitt, Rocky Papachek, Dustin Steckler and Dan Holzheimer, Broc Lietz, Cindy Girdner, Kelsey Smith

Public Comment: Members of the public were afforded the opportunity to discuss issues with the Board. No members of the public attended.

Review Golf Cart Lease Rental Bids
Rocky Papachek, presenter

- 2 bids were received
- Recommend vendor: All Season Golf Cars for a term of 3 years and 28% revenue share of the gross golf cart receipts less applicable taxes with the option to extend for an additional 3 years under the same terms and conditions.
- Information about GPS and geofencing contract options were shared by Dustin and Dan, including how GPS and geofencing options work on both gas and electric powered carts.
    - Three modules will be included in the lease.
    - Options will help with golf etiquette by keeping carts within defined boundaries and providing messaging to alert individual cart riders.
    - The options will minimize staff and maintenance costs.
- Carts will be gas powered at Edgewood, El Zagal, Prairiewood, and Rose Creek. Electric carts will be used at Osgood. Current cart storage limits the district's ability to use more electric carts.
- The number of carts leased has increased to minimize moving carts between courses for larger events.

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

Review 2026 Title VI Plan & LEP Plan
Cindy Girdner, presenter

- Every three years the North Dakota Department of Transportation (NDDOT) requires the board to approve the Title VI Plan and LEP Plan for Transit Services as a condition of receiving Federal Transit Funding. Valley Senior Servies (VSS) has updated the plan with information specific to the services it provides including dates and addresses. No significant changes were made to the agreement.

- As part of the agreement, VSS is preparing to complete a Transit Study in 2027. Cindy confirmed that staff are completing preliminary work for the survey including requests for grant funding.
- Discussion was held about the effect of Handi-Wheels Transportation ending its operations in Fargo. Cindy provided history on transportation services and shared that VSS may see some increase in requests for rides.
- VSS has not received any complaints from the public through the Title VI Plan or LEP Plan.

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

Review Agreement with Fargo Area Sports for the Tharaldson Little League Turf Project
Dave Bietz, presenter

As part of the 2027 Capital Improvement Budget, the Fargo Park District has planned a partnership with Fargo Area Sports (FAS) to complete a turf project at Tharaldson Little League.

- Cost Sharing: FAS has committed to sharing at least $650,000 in the cost of the project.
    - Costs may increase due to the depth of excavation and fill needed below the concrete. Bid will require pricing increments between 8”-36”.
    - Once pricing is received both organizations will have a chance to review the project and decide if it will move forward.
- Naming: Currently there are three agreements with FAS regarding naming rights at Tharaldson Little League Complex.
    - Staff do not have an estimate for the value of the naming rights proposed for the synthetic turf improvements.
    - The life of the turf is estimated to be 10-12 years.
    - The Fargo Park District owns the facility and will be responsible for turf replacement at the end of life.
    - It is unclear if FAS has secured the funding for the project or if naming rights are part of the fundraising plan to meet the financial commitment.
    - FAS does not have exclusive use of the complex. The Fargo public schools, Fargo Park District and FAS use the fields.
    - FAS is responsible for scheduling the complex.
    - The benefit of installing turf at these fields includes eliminating weather effects for games, added value to hosting tournaments, and added safety for players.
- Key Discussion Points:
    - Commissioners value partnerships and want to understand the value of naming rights to FAS and the success of this agreement.
    - Staff will visit with FAS about the possibility of updating the agreement to include an expiration date for the naming rights or creating a separate agreement for naming rights of the turf improvements.

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

Consideration of the Memorandum of Agreement with Cass County and the City of Fargo for the Rehabilitation of the Cass County 81/ South University Drive Trail (52nd Ave. S. to 88th Ave. S.)
Tony Schmitt, presenter

The project will replace an existing shared-use path with a new concrete shared-use path, providing an improved more durable path for pedestrians and bicyclists.

- Fargo Park District already maintains this trail from 52nd Ave South to 76th Avenue South.
- The project will extend the shared-use path from 76th Avenue South to 88th Ave South and will connect to Heritage Hills Park our farthest south property.
- This agreement formalizes the maintenance in a written agreement.

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

Consideration of Bids for the SW Regional Pond Recreation Area Seeding Project
Tony Schmitt, presenter

- Project will convert current conditions to prairie on 80 acres around the stormwater retention pond.
- Two bids were received from known vendors
- Recommend low bid from Minnesota Native Landscape for $85,400

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

Consideration of Approval to Bid 2027 Park District Maintenance Equipment
Tony Schmitt, presenter

Annually the Fargo Park District purchases new maintenance equipment. In alignment with our procurement policy, staff requests approval to bid new equipment as part of the 2027 budget.

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

Review revised Bridge Maintenance Agreement in relation to bridges across the Red River with City of Fargo, City of Moorhead and Clay County
Dave Bietz, presenter

The Federal Highway Administration has requested changes to an existing agreement with the City of Fargo, City of Moorhead and Clay County that was approved in June 2026.

The revision does not change any of the provisions or responsibilities pertaining to the Fargo Park District portion of the agreement for pedestrian bridges. However, because the Fargo Park District is a signatory to the document, the Board is asked to review and provide approval of the revised agreement.

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

Presentation of the Park District People and Culture Strategic Objective 1.5.1
Kelsey Smith, presenter

Information was provided on the recruitment process developed and implemented by Human Resources. The improvements focus on attracting qualified candidates, improving hiring decisions and creating consistent and positive experiences for employees from application through onboarding.

Next steps were also covered. Plans are to:

- Build a recruitment dashboard,
- Set annual performance targets,
- Strengthen proactive outreach,
- Evaluate orientation classes, and
- Connect recruitment to retention.

No action taken on this matter.

Presentation of the Park District Preventative Maintenance Plan
Tony Schmitt, presenter

Information was provided on the Preventative Maintenance Plan created by the Parks Department in support of the Strategic Plan Goal 1.3.2. The process started with creating an inventory of the current equipment that is owned by the Fargo Park District. Data included the age of equipment, current use, and maintenance records for each piece. Staff established consistent standards and processes for evaluation, budgeting and replacement of equipment across all departments. Moving forward this process will develop a rolling multi-year equipment replacement forecast to support accurate annual budgeting.

No action taken on this matter.

Presentation of the Park District Partnership Alignment and Community Impact Plan
Susan Faus, presenter

Information was presented on the Partnership Alignment and Community Impact Plan to support Strategic Plan Goal 2.1. The process started by evaluating current partnerships and determining if they were more transactional (level 1) or mission-aligned (level 2). Implementation of the plan will help define expectations, evaluate current and new partnerships, strengthen mission-driven community impact and improve partnership quality through regular review.

Next Steps:

1. Confirm the partnership expectations and evaluation criteria with leadership.
2. Create a partnership inventory template and identify all current partnerships for review.
3. Pilot the evaluation process with a small group of partnerships before applying it organization-wide.

Commissioners supported the use of criteria for the levels of partnership. Measures of success that include focus on mission-aligned standards and access create positive community impact.

No action taken on this matter.

Other

- **Trollwood Park** – Art Mart Demolition is happening this week. In its place, a new shelter will be built in 2027.
- **Pointe West Playground** – The vendor for the playground notified the Park District that Henderson Play System is not shipping the equipment from Canada. This means that the Park District will need to rebid the equipment. The old equipment has been removed from the park. The area will remain fenced off and the neighborhood will be without a playground until next year. The timeline for next steps is still being finalized.
- **Tree Lighting at Broadway Square** - Date changed to December 5 at 6:00 p.m. This event will be held just before the Holiday Lights Parade in Downtown Fargo. The event will start with a short program. The Mayor, Santa and Mrs. Claus will attend. Following the tree lighting, the rink will be open and free skate rentals will be available. There will also be s'mores and hot chocolate. Luther Family Ford will sponsor the event. Promotion of the date change will start in early November.
- **RFP for Edgewood Restaurant** – Broc discussed the next steps in the process for the selection of a new restaurant tenant at Edgewood Golf Course. The RFP is advertised in the paper. The deadline for proposals is November 4. The goal is to have a new contract by January 1.

Meeting adjourned at 10:10 a.m.
Minutes submitted by Carolyn Boutain, Executive Assistant/Strategic Project Manager