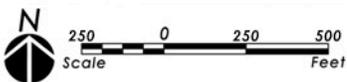
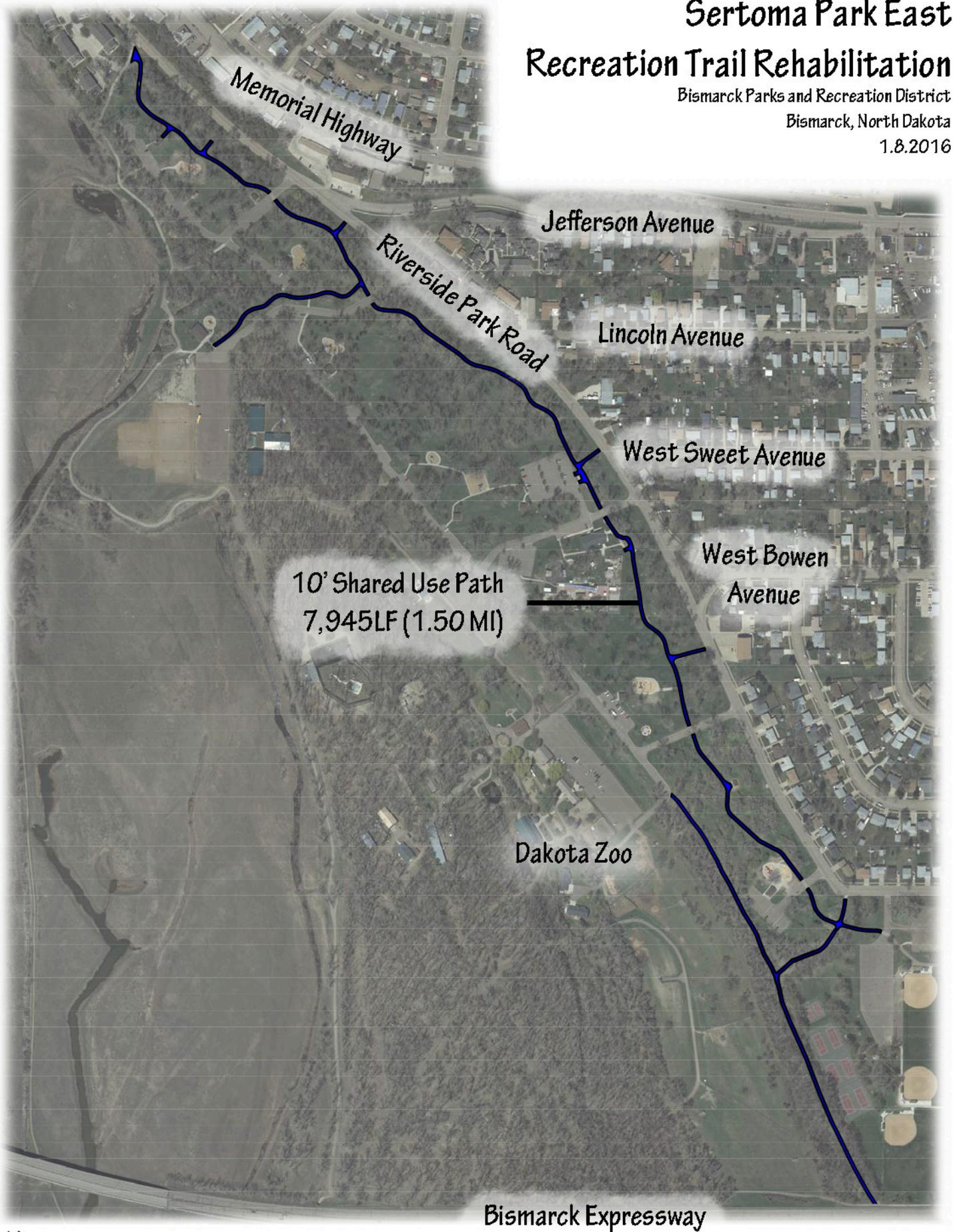


Sertoma Park East Recreation Trail Rehabilitation

Bismarck Parks and Recreation District

Bismarck, North Dakota

1.8.2016



Sertoma Park East Recreation Trail Rehabilitation
Estimated Total Trail Length =7,945 LF (1.50 miles)
Preliminary Opinion of Probable Cost
1/7/2016

ITEM	DESCRIPTION	UNIT	Quantities	UNIT PRICE	Total Cost
1	Contract Bond	LS	1	\$ 5,000.00	\$ 5,000.00
2	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
3	Topsoil	CY	305	\$ 200.00	\$ 61,000.00
4	Removal of Concrete	SY	155	\$ 12.00	\$ 1,860.00
5	Remove Bituminous Surfacing	SY	2,517	\$ 10.00	\$ 25,170.00
6	Saw Bituminous Surfacing	LF	75	\$ 10.00	\$ 750.00
7	Aggregate Base Course Class 5	TON	470	\$ 44.00	\$ 20,680.00
8	SS1H or CSS1H or MS1 Emulsified Asphalt	GAL	365	\$ 4.00	\$ 1,460.00
9	Hot Bituminous Pavement CL 27	TON	1,465	\$ 75.00	\$ 109,875.00
10	PG-58-28 Asphalt Cement	TON	103	\$ 650.00	\$ 66,950.00
11	Milling 2IN Bituminous Pavement	SY	465	\$ 6.00	\$ 2,790.00
12	Sidewalk Concrete (4IN)	SY	200	\$ 60.00	\$ 12,000.00
13	Detectable Warning Panels	SF	280	\$ 40.00	\$ 11,200.00
14	Pavement Marking Painted 24IN Line	LF	390	\$ 12.00	\$ 4,680.00
15	Traffic Control Signs	EA	325	\$ 3.50	\$ 1,137.50
16	Type I Barricades	EA	25	\$ 100.00	\$ 2,500.00
17	Seeding - Hydro Mulch	ACRE	1.0	\$ 6,000.00	\$ 6,000.00
18	Adjust Sprinkler System	LS	1	\$ 8,300.00	\$ 8,300.00
TOTAL ESTIMATED CONSTRUCTION COST =					\$ 371,353
CONTINGENCY (10%) =					\$ 37,135
DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION FEES =					\$ 55,666
TOTAL ESTIMATED CONSTRUCTION COST =					\$ 464,153

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. The Client assumes all liability if using this Probable Construction Cost for determining project feasibility or securing project funding/financing.

Bismarck-Mandan



METROPOLITAN PLANNING ORGANIZATION

P.O. Box 5503 • 221 North 5th Street
Bismarck, North Dakota 58506
Telephone 701 355 1840
TDD Dial 711
Fax 701 222 6450
Email cobplan@bismarcknd.gov
Web www.bismarcknd.gov/MPO

January 20, 2016

Mr. Randy Bina
Bismarck Parks and Recreation District
400 East Front Avenue
Bismarck, ND 58504

Dear Mr. Bina,

On January 19, 2016, the Bismarck-Mandan MPO Policy Board approved the Recreation and Trails Program (RTP) application for eastern portion of Sertoma Park trail rehabilitation. The proposed application was deemed consistent with the current Bismarck-Mandan MPO 2015-2040 Long Range Transportation Plan (LRTP).

A copy of the minutes may be secured upon request.

Please contact me if you have any additional questions or comments regarding the approval.

Sincerely,



Will Hutchings
Transportation Planner

Cc: Stacey Hanson, NDDOT Local Government Division
Michael Johnson, NDDOT Local Government Division

MINUTES OF THE BOARD OF PARK COMMISSIONERS
January 21, 2016

The Board of Park Commissioners held their regular meeting on January 21, 2016 in the Tom Baker meeting room of the City/County Building. President Jeske called the meeting to order at 5:15 pm. Commissioners Schwartz, Beattie, Starck, Munson and President Jeske were present.

Commissioner Beattie moved approval of the agenda as presented. Commissioner Munson seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Linda Christman, Executive Director of the Bismarck Art and Galleries Association, appeared before the Board as part of the Featured Partners and Programs.

Justin Theel, representing the Building on Tradition Capital Campaign to add a sheet of ice at Schaumberg Arena, provided an update to the Board on the capital campaign. To date, the committee has raised \$3.67 million in private donations. Commissioner Munson moved to move the project forward and authorized staff to begin the process to select professional consultants. Commissioner Starck seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Various bids received by the Park District were reviewed by staff. Commissioner Beattie moved to approve the low bid of \$49,114 to Image Printing for the 2016 Activity Schedule. Commissioner Starck seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Commissioner Starck moved to approve the low bid of \$67,600 to Yamaha Golf and Utility for the purchase of 26 – 2016 electric four wheel golf cars. Commissioner Munson seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Commissioner Munson moved to approve the low bid of \$145,663 submitted by MTI for 2016 models of a trim mower, rough mower and fairway mower as bid. Commissioner Schwartz seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Commissioner Schwartz moved to approved the low bids of \$5,764 to Fertilawn for 25-0-1 2 *SGN 195 and \$14,414 to Rivards Turf and Forage for 25-0-8 with Trimec. Commissioner Beattie seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

President Jeske reviewed the following items on the consent agenda:

- Review and approval of the December 17, 2015 Board meeting minutes.
- Board approval of the pledge of securities for Park District funds.

- Board approval to add Wenck Associates and HTC Architects to the Park District's approved professional consultants list.
- Board approval to apply for a Land and Water Conservation Fund Grant for a neighborhood park in north Bismarck on Medora Avenue, just north of Horizon Middle School.
- Board approval to apply for Recreation Trails Program Grant to overlay a portion of the Sertoma Park recreation trail.
- Board approval to call for the following bids:
 - Lions Park Warming House/Restroom Facility Renovation
 - The Park District's Office building entry renovation for the ND League of Cities entrance.
 - Kiwanis Park playground replacement.
 - Municipal Country Club siding and roofing project.

Commissioner Munson moved to approve the consent agenda as presented. Commissioner Starck seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Finance Director Kathy Feist reviewed the list of institutions that met the requirements to be designated depositories for the Park District. Commissioner Beattie moved approval of American Bank Center, Bremer Bank, First International Bank and Trust, Horizon Financial Bank, Security First Bank of North Dakota, Starion Financial, US Bank and Wells Fargo Bank. Commissioner Starck seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

Commissioner Schwartz moved approval of bills for payment with checks 185090 to 185427 and 374632 to 375381. Commissioner Munson seconded the motion and the voting went as follows: Ayes: Commissioners Schwartz, Beattie, Starck, Munson and President Jeske. The nays being none, the motion carried.

President Jeske reviewed the following upcoming meetings and open houses:

February 1, 2016 from 5:30 – 7:00 pm at Sunrise Elementary – A public input session regarding a Recreation Trail Program Grant project public input session for a trail project.

February 8, 2016 - Strategic Planning Session from 4:30 pm – 6:00 pm at the Park District Office.

The next Board meeting will be February 18, 2016 at 5:15 pm at the Tom Baker Meeting Room.

The meeting was adjourned at 5:37 pm.

Sertoma Park

Proof of Ownership by Bismarck Parks and Recreation District

1. City of Bismarck Assessing Division – Property Information
2. City of Bismarck GIS map – Parcel Information
3. Final Order in Condemnation – Court document dated March 11, 1954
4. Quit Claim Deed – dated October 10, 1960
5. Contract for Deed – dated July 15, 1958

Please contact Randy Bina at Bismarck Parks and Recreation District at 701-222-6455 if more proof is required.

Respectfully submitted:

Wendy Berg

LAST UPDATED THURSDAY, JANUARY 7, 2016

Parcel Number: 0115-005-070
Property Address: 600 RIVERSIDE PARK RD
Property Class: COMMERCIAL
Ownership Information: BISMARCK PARK DISTRICT
400 E FRONT AVE
BISMARCK ND
58504-5641

Lot Number: BEG AT PT ON W LINE SEC 5 518.77' S
OF NW COR, SELY 212.6' SELY 342.6'
, SELY 990.4' ETC #13025.1 PARK DIS
TRICT

Block Number: 5
Addition: CITY LANDS 138-80

Exemption: Yes
For additional exemption information call 701-355-1630.

Market Value: \$0.00
Market value is subject to change due to any physical change to the property or change in property status prior to February 1st.

Tax Estimate: \$0.00
Tax estimate is subject to change due to any physical change to the property or change in property status prior to February 1st. Tax estimate is also subject to change due to mill levy changes.

Tax estimate includes a reduction for the 12% State Paid Property Tax Relief Credit.

Your Special Assessments

Multiple Buildings: No
Year Built: 0
Total Square Footage: 0.00
Property Type: Recreational
Number Floors: 0
Number of Apartment Units: 0

Land Information:

Zoning: P Public Use
Lot Front: 0.00
Lot Rear: 0.00
Average Depth: 0
Lot Sq Ft: 7,950,571.00

ArcGIS ▾ Bismarck Parks Map

Details | Basemap | Share | Print | Measure | Find

About | Content | Legend

Bismarck Parks Map

Map showing properties owned and maintained by the Bismarck Parks and Recreation District

Web Map by BismarckGIS

Last Modified: September 15, 2015
★★★★★ (0 ratings, 0 comments, 292 views)

More Details...

(1 of 3)

ADDTN	CITY LANDS 138-80
LDONE	BEG AT PT ON W LINE SEC 5 518.77' S
LDTWO	OF NW COR, S 30.59', E 212.6' S
LDTHRE	34.1717 E 342.6', S 38.32', E 990.4
LDFOUR	ETC #13025.1 PARK DISTRICT
STNAME	RIVERSIDE PARK
STDES	RD
QUAD	600.00
ADDDES	
PONAME	PARK DISTRICT CITY BISMARCK

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1 STATE OF NORTH DAKOTA

IN DISTRICT COURT

2 COUNTY OF BURLEIGH

FOURTH JUDICIAL DISTRICT

3 Park District of the City of Bismarck,)
4 a Corporation,)

5 Plaintiff,)

6 -vs-

FINAL ORDER IN
CONDEMNATION

7 State of North Dakota,)

8 Defendant.)

9 It appearing to the Court by Receipt filed herewith that the
10 Plaintiff has paid the sum required to be paid by the Plaintiff to
11 the Defendant, State of North Dakota, as provided by the judgment
12 in condemnation duly entered herein March 11, 1954.

13 IT IS ORDERED that the Clerk of the District Court enter upon
14 his records a Judgment herein Adjudging and Decreeing that the land
15 described as

16 A tract of land lying in the Southeast Quarter (SE $\frac{1}{4}$), Sec-
17 tion Five (5), Township One Hundred Thirty-eight North
(T 138 N) Range Eighty West (R 80 W), Bismarck, North Dakota,
18 said tract being described as follows:

19 Beginning at the Southeast Corner of said Section Five (5);
20 thence running West along the Section line One Thousand Seven
21 Hundred Eighty-six (1786) feet; thence running North Twenty-
22 five degrees Forty-six minutes West (N 25 $^{\circ}$ 46'W), One Thousand
23 One Hundred Twenty-two and Five Tenths (1122.5) feet; thence
24 running North Sixty-six degrees Thirty-nine minutes East
25 (N 66 $^{\circ}$ 39'E), Four Hundred Fifty-four and Nine Tenths (454.9)
26 feet, thence running North Thirty-three degrees Twenty-two
27 Minutes West (N 33 $^{\circ}$ 22'W), Six Hundred Seventy-nine (679) feet;
28 thence running North Twenty-five degrees Twenty-four Minutes
29 West (N 25 $^{\circ}$ 24'W), Six Hundred Ten (610) feet, thence running
30 along a Thirty degree Forty-nine minutes (30 $^{\circ}$ 49') curve to
31 the right, Three Hundred Seventy-four and Four Tenths (374.4)
32 feet, more or less, to and tangent with the South Line of
33 Bowen Avenue; thence running East along the South Line of
34 Bowen Avenue, One Thousand One Hundred Three (1103) feet, more
35 or less, to the Northwest corner of Auditor's Lot Thirty-seven
36 (37); thence running South along the West Line of Auditor's
37 Lots Thirty-seven (37), Thirty-eight (38), Forty-four (44) and
38 Forty-five (45), One Thousand Two Hundred Fourteen (1214) feet
39 to the Southwest corner of said Lot Forty-five (45); thence
40 running East along the South lines of Auditor's Lots Forty-
41 five (45), Forty-six (46), and Forty-seven (47), One Thousand
42 Two Hundred Twenty (1220) feet, more or less, to the East line
43 of said Section Five (5); thence running South along the East
44 line of said Section Five (5), One Thousand Three Hundred
45 Sixty (1360) feet, more or less, to the place of beginning.
46 Tract contains Ninety-three (93) acres, more or less, situated
47 in Burleigh County, North Dakota,

48 be, and the same is hereby CONDEMNED for public purposes, and that

49 the Park District of the City of Bismarck, a Corporation, the Plain-

1 tiff herein, have and acquire for such public purposes the fee simple
2 title to the premises which are described as follows:

3 A tract of land lying in the Southeast Quarter (SE $\frac{1}{4}$), Section
4 Five (5), Township One Hundred Thirty-eight North (T 138 N)
5 Range Eighty West (R 80 W), Bismarck, North Dakota, said tract
6 being described as follows:

7 Beginning at the Southeast Corner of said Section Five (5); thence
8 running West along the Section line One Thousand Seven Hundred
9 Eighty-six (1786) feet; thence running North Twenty-five degrees
10 Forty-six minutes West (N 25°46'W), One Thousand One Hundred
11 Twenty-two and Five Tenths (1122.5) feet; thence running North
12 Sixty-six degrees Thirty-nine minutes East (N 66°39'E), Four
13 Hundred Fifty-four and Nine Tenths (454.9) feet, thence running
14 North Thirty-three degrees Twenty-two Minutes West (N 33°22'W),
15 Six Hundred Seventy-nine (679) feet; thence running North Twenty-
16 five degrees Twenty-four Minutes West (N 25°24'W), Six Hundred
17 Ten (610) feet, thence running along a Thirty degree Forty-nine
18 minutes (30°49') curve to the right, Three Hundred Seventy-four
19 and Four Tenths (374.4) feet, more or less, to and tangent with
20 the South Line of Bowen Avenue; thence running East along the
21 South Line of Bowen Avenue, One Thousand One Hundred Three (1103)
22 feet, more or less, to the Northwest corner of Auditor's Lot
23 Thirty-seven (37); thence running South along the West Lines of
24 Auditor's Lots Thirty-seven (37), Thirty-eight (38), Forty-four
25 (44) and Forty-five (45), One Thousand Two Hundred fourteen
26 (1214) feet to the Southwest corner of said Lot Forty-five (45);
27 thence running East along the South lines of Auditor's Lots Forty-
28 five (45), Forty-six (46), and Forty-seven (47), One Thousand two
29 Hundred Twenty (1220) feet, more or less, to the East line of
30 said Section Five (5); thence running South along the East line
31 of said Section Five (5), One Thousand Three Hundred Sixty (1360)
32 feet, more or less, to the place of beginning. Tract contains
33 Ninety-three (93) acres, more or less, situated in Burleigh County,
34 North Dakota.

35 IT IS FURTHER ORDERED that the title of said premises be QUIETED
36 in Plaintiff and against the Defendant and that said Defendant be
37 forever debarred and enjoined from ever asserting any right, title
38 or interest in, or lien or encumbrance upon said described premises.

39 LET JUDGMENT BE ENTERED ACCORDINGLY:

40 Dated this 14th day of March, 1954.

QUITCLAIM DEED

I, George W. Abbott ^{Assistant} Secretary of the Interior, pursuant to the act of September 13, 1960, (Public Law 86-759; 74 Stat. 902), in order to clear the title to the property hereinafter described, do hereby quitclaim without consideration to the City of Bismarek, North Dakota, all of the rights, title and interest of the United States in and to the following described tract of land, together with all buildings and other improvements thereon, situated in the City of Bismarek, North Dakota:

Part of the southeast quarter of section 5, township 138, range 80, beginning at the southeast corner of such section, thence due west for 1,786 feet, thence north 25 degrees and 46 minutes west a distance of 1,122.5 feet, thence north 66 degrees and 39 minutes west a distance of 454.9 feet, thence north 33 degrees and 22 minutes west a distance of 679 feet, thence north 25 degrees and 24 minutes west a distance of 610 feet, thence around a 30 degree 49 minute curve to the right a distance of 374.4 feet, thence due east 66 feet south of the quarter line of such section 5 a distance of 1,103 feet, thence due south a distance of 1,214 feet, and thence due east a distance of 1,220 feet, and thence due south a distance of 1,360 feet to the point of beginning.

IN WITNESS WHEREOF, the said George W. Abbott ^{Assistant} Secretary of the Interior, has hereunto set his hand and the official seal of the Secretary of the Interior this 10th day of Oct., 1960.

George W. Abbott
Assistant Secretary of the Interior

City of Washington:

District of Columbia:

I, Robert J. Malone Notary Public in and for the District of Columbia, do hereby certify that George W. Abbott Secretary of the Interior, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10th day of Oct., 1960.

My commission expires:

My Commission Expires Jan. 31, 1961.

Robert J. Malone
Notary Public
District of Columbia
Robert J. Malone
Notary Public

CONTRACT FOR DEED

This agreement, made and entered into on this 15th day of July, 1958, by and between PARK DISTRICT OF THE CITY OF BISMARCK, NORTH DAKOTA, party of the first part, and RIVERSIDE DEVELOPMENT COMPANY, a North Dakota corporation, of the City of Bismarck, North Dakota, party of the second part:

WITNESSETH, That the said party of the first part in consideration of the covenants and agreements of the said party of the second part hereinafter contained, hereby sells and agrees to convey to the said party of the second part, or its successors and assigns, by deed of warranty, conveying good and marketable title to the property hereinafter described, free of all encumbrances as of the date of this agreement, except special assessments hereinafter mentioned, upon the prompt and full performance by said party of the second part, of its part of this agreement, the following described real property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, in Block 2, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 3, Riverside Addition to the City of Bismarck, Burleigh County, North Dakota.

The party of the first part shall not be under any obligation to furnish an abstract of title to any of the property hereby sold.

In consideration of the premises, the party of the second part hereby purchases from the party of the first part, the above described real property and hereby promises and agrees to pay to said party of the first part, or its successors and assigns, as and for the purchase price of said property the sum of ELEVEN THOUSAND TWENTY FIVE and no/100 (\$11,025.00) DOLLARS, in the manner and times following, to-wit: Three thousand (\$3,000.00) Dollars down, in cash, upon the execution of this contract, the receipt of which is acknowledged by the party of the first part, and the balance to be paid on or before September 1, 1960, without

interest.

The party of the second part further promises and agrees to pay all taxes and assessments that may hereafter be levied and assessed upon such property before the same or any part thereof become delinquent, beginning with the payment of taxes assessed and levied or to be assessed and levied for the year 1958; and said party of the second part further assumes in addition to paying said purchase price of said property, with said special assessments, if any, that have not as yet been annually levied and included in the yearly taxes against said property for public improvements heretofore made.

It is further agreed and understood by and between the parties hereto that no assignment of the premises or any part hereof, or of this agreement, or any pledge thereof, shall be valid unless the consent of the said party of the first part shall be endorsed hereon.

But should default be made in the payment of said several sums of money or any or either of them, or any part thereof, or in the payment of said taxes or assessments, or any part thereof, before the same or any of them or any part of any one of them becomes delinquent, or in the payment of said special assessments, or any part thereof, before the same becomes delinquent, or in any one of the covenants herein to be kept and performed by said party of the second part, then this agreement, at the election of said party of the first part, or its successors and assigns, time being the essence of this agreement, may be cancelled in accordance with the laws of the State of North Dakota, and in case of cancellation of this agreement, the said party of the second part hereby agrees upon demand of the said party of the first part, or its successors or assigns, quietly and peacefully surrender to it possession of said premises and every part thereof, it being understood that until such cancellation, if any, said party of the second part is to have possession of said premises, beginning with the day of the execution of this agreement.

It is mutually understood and agreed that in the event of the cancellation of this contract, all payments theretofore made here on and all improvement theretofore made to and on said premises by said party of the second part hereunder, or its successors and assigns, shall be kept and retained by the said party of the first part, or its successors and assigns, for the use of said premises by the said party of the second part, and its successors and assigns, if any, and as and for its liquidated and agreed damages by reason of the cancellation of this contract, if any.

It is further agreed that at any time after the execution of this agreement the party of the second part may upon payments made upon the purchase price, in addition to the down payment of \$3,000, secure the title to any single lot by payment of the sum of \$225.00 for each lot, and title to all of the lots shall be conveyed when and only when the total purchase price of \$11,025.00 has been paid to the party of the first part.

IT is mutually agreed by and between the parties hereto that all of the covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns of all the parties hereto.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

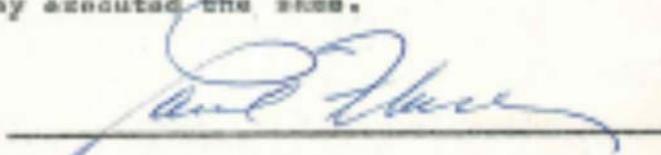
PARK DISTRICT OF THE CITY OF BISMARCK,
NORTH DAKOTA

By C. M. Walker
President

Attest: Tom Baker
Clerk

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) ss

On this 15 day of July, 1958, before me personally appeared E. M. Walker and Tom Fisher known to me to be the President and Clerk, respectively, of the Park District of the City of Bismarck, North Dakota, and who executed the above and foregoing instrument and they severally acknowledged to me that they executed the same.


Notary Public, Burleigh County, N. D.
My commission expires:

PAUL FURBER
Notary Public, Burleigh County, N. D.
My Commission Expires April 30, 1960

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) ss

On this ____ day of July, 1958, before me personally appeared _____ and _____ known to me to be the President and Secretary-Treasurer, respectively, of Riverside Development Company, a North Dakota corporation, who executed the above and foregoing instrument and they severally acknowledged to me that they executed the same on behalf of said corporation.

Notary Public, Burleigh County, N. D.
My commission expires: