THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, AUGUST 11, 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 – July 14, 2026
b. Board Bills – July 2026
c. Approval of Riverwood Park Stormwater Outlet Project Repair Bid
d. Second Reading of the Amended and Restated Ordinances of the Park District of the City of Fargo

Regular Agenda

1. Recognition of Audience/Public Comments
2. Director's Report
3. Approval of Covey Ranch Developers Agreement; Tyler Kirchner, presenter
4. Fargo Parks Sports Center Update; Kali Mork, presenter
5. 2027 Budget Review; Broc Lietz, presenter
6. Approval of Park Board Committee Assignments; Commissioner Rostad, presenter
7. Planning Committee Update; Commissioner Absey, presenter
8. Adjourn

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

https://www.facebook.com/fargondparks

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

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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE FARGO PARK DISTRICT OF JULY 14, 2026

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, July 14, 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 and Vicki Dawson. Also present were: Susan Faus, Dave Bietz, Jane Gust, and attorney Jeff Gunkelman.

Swearing in of new Board Members

Joe Deustch, Vicki Dawson, and Emily Secor May were sworn in as newly elected Park Board Commissioners.

Election of Officers

Commissioner Joe Deutsch nominated Commissioner Jerry Rostad as President and Commissioner Zoé Absey as Vice President. Upon call of the roll, the nominations passed unanimously.

Approval of Agenda

Commissioner Joe Deutsch moved and Commissioner Joe Vicki Dawson 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 June 9, 2026 meeting;
(b) The June 2026 bills; and
(c) Transfer Agreement with Central North Dakota Steam Threshers, Inc.

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 respective departments. No action was taken on this matter.

High School Girls Flag Football Update

Randi Litchy presented to the Board about the successful first season of the high school girls flag football program offered by the Park District. No action was taken on this matter.

Approval of Resolutions Creating Park Improvement District No. 2026-1
Madelyn's Meadows

Broc Lietz presented to the Board on this matter. It was noted before the Board was the approval of five resolutions: (1) Resolution creating Park Improvement District 2026-1 of the Park District of the City of Fargo; (2) Declaration of Official Intent; (3) Resolution directing Engineer/Architect to prepare a report; (4) Resolution approving Engineer/Architect report; and (5) Resolution directing Engineer/Architect to prepare Plans and Specifications. It was noted that the Special Assessment Committee reviewed the proposed park and the proposed area upon which special assessments would be assessed to property owners and the Special Assessment Committee found a total benefit for the assessed properties of $132,030,760.00. It was noted that the estimated total budget for the project is $876,635.20, thus benefits of the park far outweigh the assessments to the neighborhood.

Commissioner Vicki Dawson moved and Commissioner Emily Secor May seconded a motion to approve the resolutions creating Park Improvement District 2026-1 for Madelyn's Meadows, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Resolutions Creating Park Improvement District No. 2026-2
Selkirk 3rd Addition

Broc Lietz presented to the Board on this matter. It was noted before the Board was the approval of five resolutions: (1) Resolution creating Park Improvement District 2026-2 of the Park District of the City of Fargo; (2) Declaration of Official Intent; (3) Resolution directing Engineer/Architect to prepare a report; (4) Resolution approving Engineer/Architect report; and (5) Resolution directing Engineer/Architect to prepare Plans and Specifications. It was noted that the Special Assessment Committee reviewed the proposed park and the proposed area upon which special assessments would be assessed to property owners and the Special Assessment Committee found a total benefit for the assessed properties of $228,133,650.00. It was noted that the estimated total budget for the project is $974,379.93, thus benefits of the park far outweigh the assessments to the neighborhood.

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the resolutions creating Park Improvement District 2026-2 for Selkirk 3rd Addition, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Bank Resolution

Broc Lietz presented to the Board on this matter. It was noted that as a part in the change of officers for the next year, the signatories at the Park District bank needs to be updated to the new President.

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the Bank Resolutions, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of 2027 Fees

2027 Proposed Fees for Programs Events Facilities and Pool Fees

Kevin Boe presented to the Board on this matter. It was noted that youth programs would remain the same except for six specific programs which adjustments are being made for supply, staffing, or officiating cost increases. It was noted that adult programing would stay the same, except for eight specific programs which adjustments are being made for supply, staffing, or officiating cost increases. It was noted that there would be no change in the pool fees except that city of Fargo residents will receive a 10% discount on season passes.

Commissioner Joe Deutsch moved and Commissioner Emily Secor May seconded a motion to approve the 2027 Proposed Programs, Events, Facilities, and Pool Fees, as presented to the Board. Upon call of the roll, the motion passed unanimously.

2027 Proposed Golf Fees

Rocky Papachek presented to the Board on this matter. It was noted that daily green rates are proposed to increase by 4%, It was noted that the Park District will remove the non-prime Monday through Thursday rate since all days are busy. It was noted that Non-Resident season passes will increate by 14% and that resident season passes will receive a 10% discount from the non-resident rate.

Commissioner Joe Deutsch moved and Commissioner Vicki Dawson seconded a motion to approve the 2027 Proposed Golf Fees, as presented to the Board. Upon call of the roll, the motion passed unanimously.

2026 Sports Center Fees

Kali Mork presented to the Board on this matter. It was noted that the Sports Center is going to switch to changing rates on January 1. It was noted that there are proposed decreases in rent to the multi-purpose room and shooting room. It was noted that the there would be no increased fee for open play, hardwood courts, tournament room, concourses, birthday parties It was noted that there are proposed larger increases for turf rentals and the community room to get more in line with comparable market rates. It was noted that the Sports Center would remove non-prime fees but staff does recommend a 30% discount for certain spaces for the months of June, July and August.

Commissioner Joe Deutsch moved and Commissioner Emily Secor May seconded a motion to approve the 2027 Sports Center fees, as presented to the Board. Upon call of the roll, the motion passed unanimously.

2026 Courts Plus Community Fitness Membership and Additional Fee Rates

Kelly Kisell presented to the Board on this matter. It was noted that staff is recommending eliminating the 12 month contract requirement and moving to month-to-month. It was noted that staff is proposing a 3% increase in fees. It was noted that the proposal calls for an increase in non-member rates to create a larger gap between members and non-members.

Commissioner Joe Deutsch moved and Commissioner Vicki Dawson seconded a motion to approve the 2027 Courts Plus Community Fitness Membership and additional fees, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval and first reading of Fargo Park Ordinances

Carolyn Boutain presented to the Board on this matter. It was noted that staff and legal counsel reviewed the Fargo Park District Ordinances and are presenting revised and restated ordinances. It was noted that Park District worked alongside the City of Fargo and the Fargo Police Department to ensure that the police are willing and able to enforce the proposed ordinances. It was noted that if approved, this meeting would also constitute the first reading of the ordinances.

Commissioner Vicki Dawson moved and Commissioner Emily Secor May seconded a motion to approve the Revised and Restated Ordinances of the Park District of the City of Fargo and for the Ordinance to be read as a first reading, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of 2025 Fargo Park District Audit

Broc Lietz presented to the Board on this matter. It was noted that the auditors issued an unmodified opinion and that no material weaknesses were identified as part of internal controls.

Commissioner Vicki Dawson moved and Commissioner Joe Deutsch seconded a motion to approve the 2025 Fargo Park District Audit, as presented to the Board. Upon call of the roll, the motion passed unanimously.

Governance Committee Update

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

Planning Committee Update

Commissioner Vicki Dawson presented to the Board updates from the previous Governance 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 7:05 p.m.

_____

Jeff Gunkelman, Kennelly Business Law, Clerk

MEMORANDUM

Date: August 5, 2026

To: Fargo Park District Commissioners

From: Luke Evenson, Controller

RE: Board Bills

Enclosed are the bills for the August board meeting.

Total amounts requiring approval by fund:

General Fund	$	2,596,211.51
Debt Service Fund	$	-
Capital Projects Fund	$	1,528,115.19
Valley Senior Services	$	275,333.00
Total presented for approval	$	4,399,659.70

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

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MEMORANDUM

DATE: August 11, 2026

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (c) - Approval of Riverwood Park Stormwater Outlet Project Repair Bid

Bids for the Riverwood Park Stormwater Outlet Repair Project were received and publicly opened on Wednesday, July 8, 2026, at 1:30 p.m., at the North Maintenance Shop. Attached to this memo is the bid tabulation.

We received bids from Tunheim Construction in the amount of $68,000, Key Contracting in the amount of $61,670, KCI Construction in the amount $59,250, and Jet Black Industries in the amount of $54,500. After reviewing the bid information, staff recommends awarding the bid to Jet Black Industries in the amount of $54,500. The bid meets all specifications, is the lowest bid, and within the budgeted amount for this project. Funds for this project were transferred from the 2025 budget at the end of the calendar year to the 2026 budget in the amount of $55,200.

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

Thank you.

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

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Fargo Park District

Riverwood Park Stormwater Outlet Repair Project

Bid Opening: 1:30 PM, Wednesday, July 08, 2026

North Shop Conference Room

BIDDER	TOTAL COST	ESTIMATED COMPLETION DATE
JET BLACK INDUSTRIES	$54,500.00	AUGUST 21, 2026
KCI CONSTRUCTION	$59,250.00	AUGUST 21, 2026
KEY CONTRACTING	$61,670.00	OCTOBER 01, 2026
TUNHEIM CONSTRUCTION	$68,000.00	AUGUST 21, 2026

MEMORANDUM

DATE: August 11, 2026

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Strategic Project Manager

RE: Consent Agenda Item (d) - Second Reading of the Amended and Restated Ordinances of the Park District of the City of Fargo

The Amended and Restated Ordinances of the Park District were presented at the July 14, 2026, regular meeting of the Board of Commissioners. These ordinances are the general governing ordinances to allow for the Park District, its staff, and the Fargo Police Department to enforce certain rules and regulations as it relates to Park District property and the activities that take place on Park District property.

Following the first reading, the full Amended and Restated Ordinances were posted and available for review on the Park District Website. No changes have been made since the first reading.

After the second reading and approval, the ordinances will be published in the official newspaper, The Forum, and will go into effect within three days after publication.

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

Thank you.

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

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REVISED AND RESTATED

ORDINANCES OF THE PARK DISTRICT OF THE CITY OF FARGO

Approved by Board of Park Commissioners

On _____

PREAMBLE

WHEREAS, the Park District of the City of Fargo is a municipal subdivision organized pursuant to Chapter 40-49 of the North Dakota Century Code; and

WHEREAS, N.D.C.C. §40-49-12 and §40-49-13 authorize the Board of Park Commissioners to manage park property and exercise its powers by ordinance; and

WHEREAS, the Park District desires to amend, modernize, and restate its ordinances.

NOW, THEREFORE, BE ENACTED by the Board of Park Commissioners of the Park District of the City of Fargo:

SECTION 1

AUTHORITY & TITLE

These ordinances are adopted pursuant to N.D.C.C. §40-49-12 and shall be known as the Ordinances of the Park District of the City of Fargo ("Ordinances").

SECTION 2

DEFINITIONS

For purposes of these Ordinances:

Park District – The Park District of the City of Fargo.

Board – the members of the Board of Park Commissioners of the City of Fargo.

Park Property – Any real property owned, leased, controlled, or managed by the Park District, including buildings and improvements.

Park District Employee – Any employee, authorized agent, or contractor of the Park District acting within the scope of their duties.

Rules – Rules adopted by the Park District and consistent with these Ordinances.

Special Event – Any organized activity reasonably expected to attract large numbers of participants or spectators.

Motor Vehicle – Any self-propelled vehicle, excluding mobility devices used by persons with disabilities.

Alcoholic Beverages – As defined by Fargo Code of Ordinances.

SECTION 3

PARK DISTRICT JURISDICTION

The Park District has been created in accordance with the laws of the State of North Dakota. The Park District includes all the park territory within the City of Fargo and such other areas as may be incorporated in the city limits in the future, and such other areas that have been acquired by the Park District or are managed by the Park District and areas that are acquired by or managed by the Park District in the future.

SECTION 4

REPEAL & SAVINGS

All prior ordinances are repealed. Violations occurring prior to repeal remain enforceable.

SECTION 5

ADOPTION OF CITY ORDINANCES BY REFERENCE

Applicable provisions of the Fargo Code of Ordinances including but not limited to, those related to public safety, traffic, disorderly conduct, and public peace are adopted by reference as amended from time to time and apply to Park Property.

SECTION 6

ENFORCEMENT

The Police Department of the City of Fargo is hereby authorized to enter onto and to enforce all the Park District ordinances, City of Fargo Ordinances, and state statutes on Park Property under the operation and control of the Park District. The Cass County Sheriff Department is hereby authorized to enter onto and to enforce all the Park District ordinances and state statutes on Park Property under the operation and control of the Park District. Park District Employees are authorized to enforce violations of Park District ordinances. Park District Employees may designate event security personnel to assist with rule enforcement. Such personnel are not law enforcement officers.

SECTION 7

PENALTIES

A criminal or non-criminal offense as set forth in the Fargo Code of Ordinances shall be punished as determined by the municipal court. Any violations of the North Dakota Century Code shall be dealt with in the district courts of North Dakota pursuant to the laws of North Dakota. Any violations of Park District ordinances shall be punished by a fine not more than five-hundred dollars ($500.00) pursuant to the maximum penalty set forth in section 40-49-12(3), N.D.C.C. The Municipal Court of the City of Fargo shall have jurisdiction over all Park District ordinance violations.

SECTION 8

PROHIBITED CONDUCT

It is unlawful on Park Property to:

1. Commit an offense or violate any provision of the Fargo Code of Ordinances or the North Dakota Century Code.
2. Violate posted Rules and Regulations.
3. Deposit litter except in designated receptacles.
4. Use glass beverage containers or to break any glass object.
5. Damage or deface Park Property, shrubbery, trees, other vegetation, or personal property.
6. Possess or consume alcoholic beverages without first obtaining a permit from the Park District.
7. Obstruct a Park District Employee or officer.
8. Amplify sound unless a permit is issued by the Park District.
9. Throw objects in a manner that endangers people or property.
10. Harass or physically impede another person.
11. Participate in gatherings that unlawfully disturb the peace in violation of Fargo ordinances.
12. Refuse to leave Park Property after lawful direction of authorized personnel due to ordinance violations or safety risks.
13. Operate snowmobiles or ATVs.
14. Use skateboards, roller skates, roller blades or similar devices on Park Property except upon paved walks, trails, road, parking lots, or designated skate parks.
15. Use golf equipment outside designated golf facilities.
16. Launch or dock watercraft except at designated locations.
17. *No person shall carry, possess, brandish, or discharge any dangerous weapon or firearm, as defined by applicable North Dakota law, within any Park District-owned or Park District-operated building, or at any event conducted or sponsored by the Park District, except as otherwise expressly permitted by the North Dakota Century Code or applicable City of Fargo ordinances. Nothing herein shall prohibit:*

1. *The lawful use of a bow and arrow within a Park District-designated archery range and in accordance with all applicable rules and regulations governing such range;*
2. *Activities conducted pursuant to a valid Special Herd Reduction Deer License issued by the City of Fargo and in compliance with all applicable laws, regulations, and Park District requirements; or*
3. *Possession, carrying, or use of dangerous weapons by law enforcement officers or other persons expressly authorized by state or federal law.*

This section shall be interpreted and enforced in a manner consistent with the North Dakota Century Code and the ordinances of the City of Fargo. To the extent of any conflict or inconsistency, the provisions of the North Dakota Century Code and applicable City of Fargo ordinances shall control, and this section shall be construed so as to preserve its validity to the maximum extent permitted by law.

18. Camp overnight in any Park Property, except Lindenwood Park or other parks designated by the Park District, with a permit from the Park District for overnight camping.
19. Build any fire for any purpose, except in such places as may be designated by the Park District.
20. Operate drones on Park Property in a manner that endangers or harasses other people or Park Property.

SECTION 9

HOURS OF OPERATION

1. Unless otherwise designated and posted, Park Property hours are: 6:00am to 10:00pm.
2. The Park District shall establish and post operating hours for Park District buildings and facilities.
3. No person shall remain on Park Property outside posted hours except where permitted.

SECTION 10

PUBLIC SAFETY & CROWD CONTROL

Special Events on Park Property require a permit issued by the Park District. Special Event organizers are responsible for maintaining order and complying with permit conditions. Any person designated to enforce these Ordinances under Section 6 may suspend activities that pose an immediate threat to safety or violate these Ordinances.

SECTION 11

TRAFFIC REGULATIONS

In addition to any applicable Ordinances of the City of Fargo, the following provisions shall govern the use of Motor Vehicles on Park Property:

1. No Motor Vehicle shall exceed a speed of 15 miles per hour.

2. No Motor Vehicle other than a Park District vehicle shall be driven off the paved or graveled surface of the road except that vehicles may be parked no more than 20 feet from the edge of the traveling surface or in areas maintained as parking lots.

3. No Motor Vehicle, other than a bicycle, shall be driven upon any recreational trail or in any area where vehicular traffic is prohibited by signing. A recreational trail is any path, paved or unpaved, which is not more than 12 feet wide.

4. E-Bikes and E-Scooters are permitted on Park Property on any road or path that is accessible for bicycles but must be operated at speeds that are reasonable and prudent under the conditions of the road or path.

    a. E-Bikes and E-Scooters are defined as bicycles or scooters with an electric motor to assist in moving.

SECTION 12

PERMITS & COMMERCIAL ACTIVITY

No person shall conduct a business for profit on Park Property nor use Park Property or facilities in connection therewith without a permit or permission, as applicable, from the Park District. The Park District shall establish rules and regulations related to the permitting of conduct of business on Park Property.

SECTION 13

RULES & EXCLUSION FROM PARK PROPERTY

1. The Park District may adopt Rules for Park Property use.

2. Any person violating the Park District Ordinances, Park District Rules, or the Fargo Code of Ordinances may be ordered to leave Park Property and upon actual communication from the Park District to the person may further be banned or otherwise barred from entering upon or using the Park Property upon which the violation occurred for a period to be determined by the Park District based on the facts and circumstances of the violation. At any time before the expiration of the exclusion period, the Park District may inform the Fargo Police Department that the ban or bar has been lifted and that person is otherwise allowed on Park Property. No person shall receive a refund of fees paid in connection with Park District sponsored activities because of such ban.

3. Rules enacted by the Park District may be brought to the attention of Park District patrons by signs or any other matter reasonably calculated to bring the rules to the attention of the patron.

SECTION 14

SMOKING & VAPING

1. Smoking and e-cigarettes, as defined by Fargo Code of Ordinances, are prohibited in Park District buildings.

2. Smoking and e-cigarettes, as defined by Fargo Code of Ordinances, are prohibited within 25 feet of playgrounds.

- "Playground" means any recreational area located within Park District property that has play equipment specifically designed to be used by children and includes all surfacing, fencing, and internal pathways, and other structures that are part of the recreational area.

SECTION 15

ANIMALS

Except for dog parks located on Park Properties, which will have posted rules and regulations, every person having custody or control of any dog, cat or other animal on outdoor Park Property shall maintain control of such animal by use of a chain or leash or by confinement within a vehicle or otherwise, and such person shall be equipped to and shall collect the animal's solid waste when eliminated. Any such waste shall be deposited in designated receptacles or removed from Park District property. Except for service animals, all animals are prohibited from entering Park District buildings, unless otherwise designated by the Park District.

SECTION 16

DEPOSITS & DRAINAGE

1. No person shall deposit snow, earth, construction material or other substances on Park Property without a written permit from the Park District. The permit shall specify the place of deposit and shall identify the substance. The Park District may charge an administrative fee for issuance of the permit, charge a fee for allowing the deposit and may require a security deposit as an indemnity against damage to Park Property. Notwithstanding any permit issued by the Park District, no person shall deposit any material containing salt, sand or other substance which may be harmful to the vegetation on Park Property.
2. No owner, occupant or user of property abutting Park Property shall cause or allow water from any downspout, sump or similar device to be directly or indirectly deposited on Park Property. Any violation of this provision is declared to be a public nuisance and may be abated by means of any remedy provided by law. Each day such a nuisance remains unabated after five (5) days written notice from the Park District to the person causing or allowing the nuisance shall be considered a separate violation.

SECTION 17

TRAPPING PROHIBITIONS

1. It shall be unlawful for any person to set or use or attempt to set or use a Body-Gripping Device on Park District owned or managed properties, whether or not within the city limits of the City of Fargo, North Dakota.

2. The provisions of this Ordinance shall not prohibit the use of live traps by people provided they have made written application to the Park District to do so and received from the Park District specific written permission as to location and the duration of the live trapping activity.

3. Whenever a live trap is used contrary to the prohibitions outlined in this Ordinance, the same may be impounded by any Park District Employee, a duly authorized police officer of the City of Fargo, or by any State Fish and Game Warden until judicial action requires the release of such device.

4. The provisions of this Ordinance shall not prohibit federal, state, county, municipal or Park District Employees or their duly authorized agents to use a Body Gripping Device if it is a reasonable method available to protect human health and safety, or if the use of such devise is the reasonable means of protecting threatened or endangered species and/or preserving or protecting public or private properties.

5. For the purposes of this Section, "Body-Gripping Device" includes, but is not limited to, any snare (neck, body, or leg), kill-type trap, leg hold trap (steel-jaw, padded or offset), and any other device designed to grip a body or body part of an animal. Common rat and mouse traps shall not be considered Body-Gripping Devices

SECTION 18

EFFECTIVE DATE

These Ordinances become effective three (3) days after publication.

THE PARK DISTRICT OF THE CITY OF FARGO

By: _____ _____

President Board of Park District Commissioners of the City of Fargo

By:_____

Clerk of the Park District of the City of Fargo

First Reading: _____

Second Reading: _____

Publication: _____

MEMORANDUM

DATE: August 11, 2026

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Agenda Item No. 3 - Approval of Covey Ranch Developers Agreement

Fargo Park District staff have been collaborating with the developers of Covey Ranch on an approximately 110-acre parcel located at 64th Avenue South and 45th Street South. As part of the project, the developer wishes to include a park featuring a warming/multi-purpose building, park shelter, multi-purpose rink area, parking lot, concrete trails, natural trails, open prairie green space, and associated amenities. A total of 6.31 acres has been designated for this park.

Presented along with this memo is a copy of the Developer's Agreement. The agreement has been reviewed by legal counsel and changes suggested by legal counsel have been incorporated in the agreement. The agreement provides for the park to be developed through a special assessment district that would be created by the Fargo Park District over the approximately 148 acres. The total cost of the park to be assessed is estimated at $2,980,000.00. A proposed design is shown on Exhibit B of the agreement.

At this time, preliminary plans are to start the construction of the park in Summer of 2028.

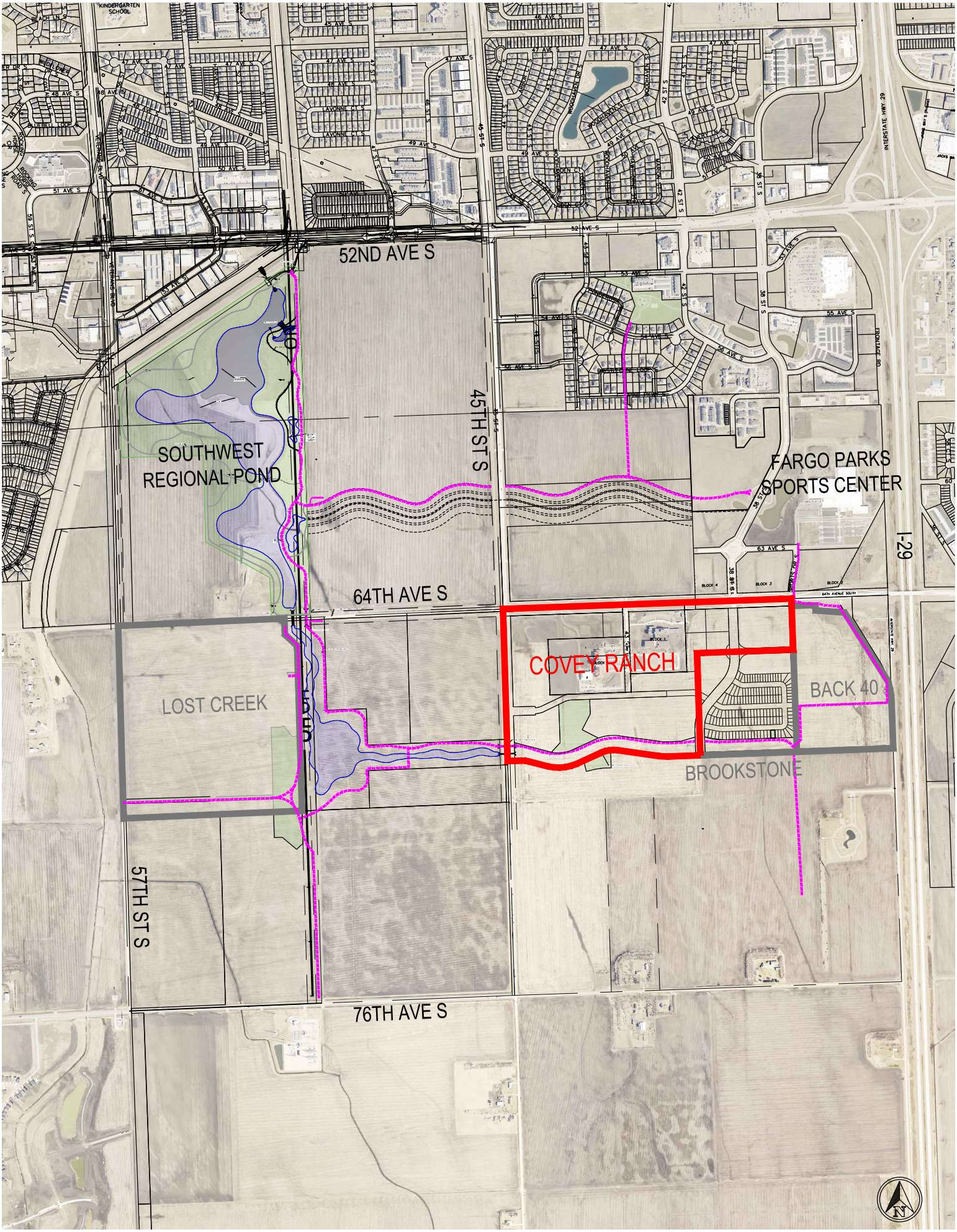
If you have any questions, do not hesitate to contact me prior to the meeting.

Thank you.

Motion Recommended by Staff: I motion to approve the Covey Ranch Developers Agreement as presented.

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


52ND AVE S
45TH ST S
SOUTHWEST
REGIONAL POND
FARGO PARKS
SPORTS CENTER
I-29
64TH AVE S
COVEY RANCH
BACK 40
LOST CREEK
BROOKSTONE
57TH ST S
76TH AVE S
N

PARK DEVELOPMENT AGREEMENT

Covey Ranch Addition

This Park Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, by and between Dabbert Custom Homes LLC (the "Developer") whose post office address is 5522 36th St S, Fargo, ND 58104 ("Developer"), and the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 6100 38th Street South, Fargo, North Dakota 58104 ("Park District").

Preliminary Statements

Developer is the owner of a ±110.96 acres, more or less, tract of real property located in the City of Fargo, Cass County, North Dakota (the "Developer Property"), specifically described below and delineated on the plat/survey attached as Exhibit "A".

Developer is in the process of planning a commercial, high density residential and single-family residential development on the Developer Property in which the Developer desires to include and dedicate one park lot of approximately 6.31 acres on the Developer Property as generally shown in Exhibit "A", (North Park). Developer's focus is to create a community with its own character and to provide recreational development and recreational amenities for the support of the community and to promote ease of access in and around the community. The Developer requests to have the North Park developed subsequent to the execution of this agreement. The South Park will be developed at a later date.

Park District desires to establish an additional park in south Fargo and is willing to work with and assist the Developer in the design of 6.31 acre tract (North Park), affect the construction of park amenities and manage the North Park, all pursuant to the terms and conditions of this Agreement and the rules and regulations established by the Board of Park Commissioners from time to time.

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

This Agreement only pertains to the North Park. The parties shall enter into a separate Park Development Agreement for the South Park at such time as is appropriate based on the development of the overall Developer Property.

Agreement

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

1. Scope of Agreement. This Agreement shall not constitute a partnership or a joint venture by and between the Developer and Park District. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Developer Property, including the North Park and South Park that is described herein. Each of the parties is an independent contractor and although they will coordinate their efforts to develop the North Park and South Park, maybe to include elements of design, access, and amenities, neither party is assuming any obligation of the other party.

2. Conveyances. North Park. On the date of closing, as herein described, Developer shall cause to be transferred and conveyed to Park District approximately 6.31 acres that constitutes the North Park, in the general location as shown on the site plan attached as Exhibit "A". The parties acknowledge that the approved plat shall dedicate the North Park to public use. The 6.31 acre parcel shall be conveyed to the Park District by Warranty Deed, free and clear of all liens and encumbrances including, but not limited to current real estate taxes and installments of special assessments, subject to the Park District assuming and agreeing to pay that portion of the special assessments not yet certified for collection, calculated in accordance with the provisions of paragraph 5 below.

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

3. Developer and Park District Obligations. Developer and Park District acknowledge that they will be responsible for the following amenities to be located on the Developer Property and the North Park:

   a. North Park General Park Amenities per Exhibit "B" will be installed by the Developer or City of Fargo and included with the street improvement assessment assessed against the Developer Property. If Developer or City of Fargo fails to install General Park Amenities per Exhibit "B", then this agreement is null and void.

   b. The North Park Specific Park Amenities per Exhibit "B" will be installed by the Park District through a Park District improvement assessment assessed against the Developer Property as shown in Exhibit "E".

Individual estimated cost amenities will be per Exhibit "D". The maximum cost does not include any carrying cost if the Developer requests the assessment to be deferred. If the Developer requests the assessments to be deferred the actual cost of carrying the deferred assessment will be added to the not to exceed maximum.

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

Plat Description	Development Area (Acres)	Park Area Required	Park Dedication Provided (Acres)
Covey Ranch Addition	147.98	11.84	6.31

The remaining land dedication balance will be paid at a rate of $1.75 per SF. The remaining Payment in Lieu balance of $421,131.20 will be paid to Park District on the closing date, as defined in Section 2.

d. The Developer shall work with the City of Fargo to ensure all storm water requirements are designed in accordance with local regulations. Park District shall not be responsible for this work and/or requirements.

e. In accordance with Park District Ordinance Developer and any property owner Developer sells lots to, shall not cause or allow water from any downspout, sump, or similar device to be directly or indirectly deposited on Park Property.

f. The Park District shall be responsible for coordinating the installation of sidewalks adjacent to North Park along the public street, in accordance with the requirements of the applicable governmental authorities.

g. The Developer/City of Fargo shall be responsible for coordinating lighting on all streets as required by appropriate governmental authority. Park District shall not be responsible for this work and/or requirements. The Developer shall allow the installation of lighting on park trails or in the North Park as the Park District deems reasonable and appropriate to provide a well-lit Park Area at times that the Park District determines is appropriate. In the event the Park District deems lighting to be placed on the property, the cost of installing lighting in the North Park will be paid by the Park District. Utility charges for the operation of lighting in the North Park will be paid by the Park District.

h. The Park District will be responsible for planting Boulevard trees within the Right of Way fronting the Park District property. The Park District will not be responsible for any other landscaping to be planted outside the North Park.

i. Park District, at its sole cost and expense, will purchase and plant/install trees, in line with current Park standards, to be included in the North Park which shall be part of the North Park construction. Park District will work together with Developer to develop planting plan. Final quantity and placement of trees will be at the discretion of the Park District.

j. Signage, in such form and location as the Developer and the Park District shall mutually determine, shall be placed at various locations within the Developer Property and designate the location and access to the North Park. The cost of such signage will be paid by the Park District.

k. The Developer shall provide the necessary easements for utilities for the North Park.

l. The Developer, at its sole cost and expense, shall provide the following, with regard to the North Park:

    i. Prepare a complete boundary survey of the North Park showing all rights-of-way, easements and any other physical burdens that may encumber the North Park and, which survey shall show the location of trails leading to the North Park. The Developer shall cause the North Park to be staked so that it can be later identified by the Park District.

    ii. The Developer will provide the Park District with copies of such tests, investigations and reports which may have been requested by the Developer including, but not limited to, any soil boring tests and/or results of environmental testing. Soil borings and other tests, if any, required for the construction of the North Park Specific Park Amenities and shall be part of park construction to be paid by the Developer. Should such test disclose that the North Park cannot support the intended park development or if there are environmentally hazardous conditions on the Developer Property and/or North Park, the Park District will not be required to close and accept the portion of the Developer Property to be included in the North Park.

iii. To the best of its ability, the Developer shall provide the Park District with safe access to the North Park and such areas leading to the North Park.

4. North Park and South Park Design.

a. North Park. The Park District shall develop a design for the park and trails to be constructed in the North Park as generally shown on Exhibit "C". The Developer acknowledges that the Park District will have concerns pertaining to the access, safety and programming that are consistent with the Park District's mission, rules, and regulations.

b. South Park. At the time of this agreement, the Developer plans to establish the South Park at the location generally shown on Exhibit "A," with construction to occur at a later date. The South Park shall be included in a future developer's agreement. It will consist of a single, contiguous lot located directly south of the drainage crossing and will feature a design and character similar to North Park. The Developer shall provide access to the major road south of South Park as required by engineers or governmental authorities. The Developer acknowledges that the Park District will have concerns pertaining to the access, safety and programming that are consistent with the Park District's mission, rules, and regulations.

5. Special Assessments.

a. The parties acknowledge, and the Developer agrees, for the purposes of special assessments, initial construction of North Park General Park Amenities and North Park Specific Park Amenities will be assessed at 60 feet of street front footage or not to exceed 7,500 square feet. Future special assessments for the North Park property will follow the standard procedure of two equivalent residential lots.

b. The Park District established a Special Assessment Committee to evaluate project benefits, assign assessment values, ensure fairness and transparency, and certify the assessment roll. If the Committee determines that the benefit value of the North Park Specific Park Amenities does not support the associated costs, or if a sufficient majority protest is filed under applicable North Dakota law, the Park District reserves the right to modify the North Park design, revise the project scope, and extend the completion timeline. The parties acknowledge that the availability, timing, and use of special assessments may be impacted by future state or local policy decisions, market conditions, and the

timing of development completion. In such an event, the Developer and Park District will work collaboratively and in good faith to establish a revised scope, updated completion schedule, and identify alternative funding mechanisms.

6. Maintenance. In entering into this Agreement, the Park District contemplates it will maintain the North Park within its normal park maintenance program and consistent with its other parks within the Fargo area. The Park District will be generally responsible for future maintenance of the North Park, the trails leading to the North Park and the equipment and other Specific Park Amenities in the North Park. If the Developer and the Park District agree to coordinate access to other trails/parks or provide other amenities, any such other amenities agreed to by and between the Park District and the Developer may require a joint maintenance agreement.

7. Construction. The construction of the North Park General Park Amenities as shown on Exhibit "B" are intended to be completed by July 1, 2028. If the North Park General Park Amenities are constructed by July 1, 2028, then construction of the North Park Specific Park Amenities as shown on Exhibit "B" will be completed by December 31, 2029. If North Park General Park Amenities are not constructed by July 1, 2028, then Park District has right to extend completion date beyond December 31, 2029.

8. Open Records. It is specifically understood and agreed in this regard that Park District is a public body under North Dakota law and thus, is subject to the open records and open meeting laws.

9. Naming Rights. The North Park shall be named Covey Ranch Park.

10. General Provisions.

a. This Agreement, together with the other surveys, plans and specifications that have been reviewed by the parties or later to be provided pursuant to this Agreement and the attachments hereto, contain the entire agreement among the parties respecting the matters herein set forth and superseded all prior discussion with respect to such matters. Notwithstanding the above, the parties acknowledge that this is a work in progress and the development of the final design for the North Park will be part of this Agreement.

b. This Agreement shall be binding upon the inure to the benefit of all the parties and their respective successors and assigns.

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

d. This Agreement may be modified only by a written document signed by all parties. A purported oral modification shall not be effective.

e. The Developer shall hold the Park District harmless for any claim or injury to a person or property arising out of, or in the course of, its construction, design, and plan of the North Park. In like manner, the Park District, once it acquires the North Park and assumes maintenance responsibility, will hold the Developer harmless for claims arising out of its negligence in maintaining the North Park.

Dabbert Custom Homes LLC

By_____
Its President

By_____
Its_____

PARK DISTRICT:

THE PARK DISTRICT OF THE CITY OF FARGO

By_____
Its President

By_____
Its Clerk

EXHIBIT "A"
North Park

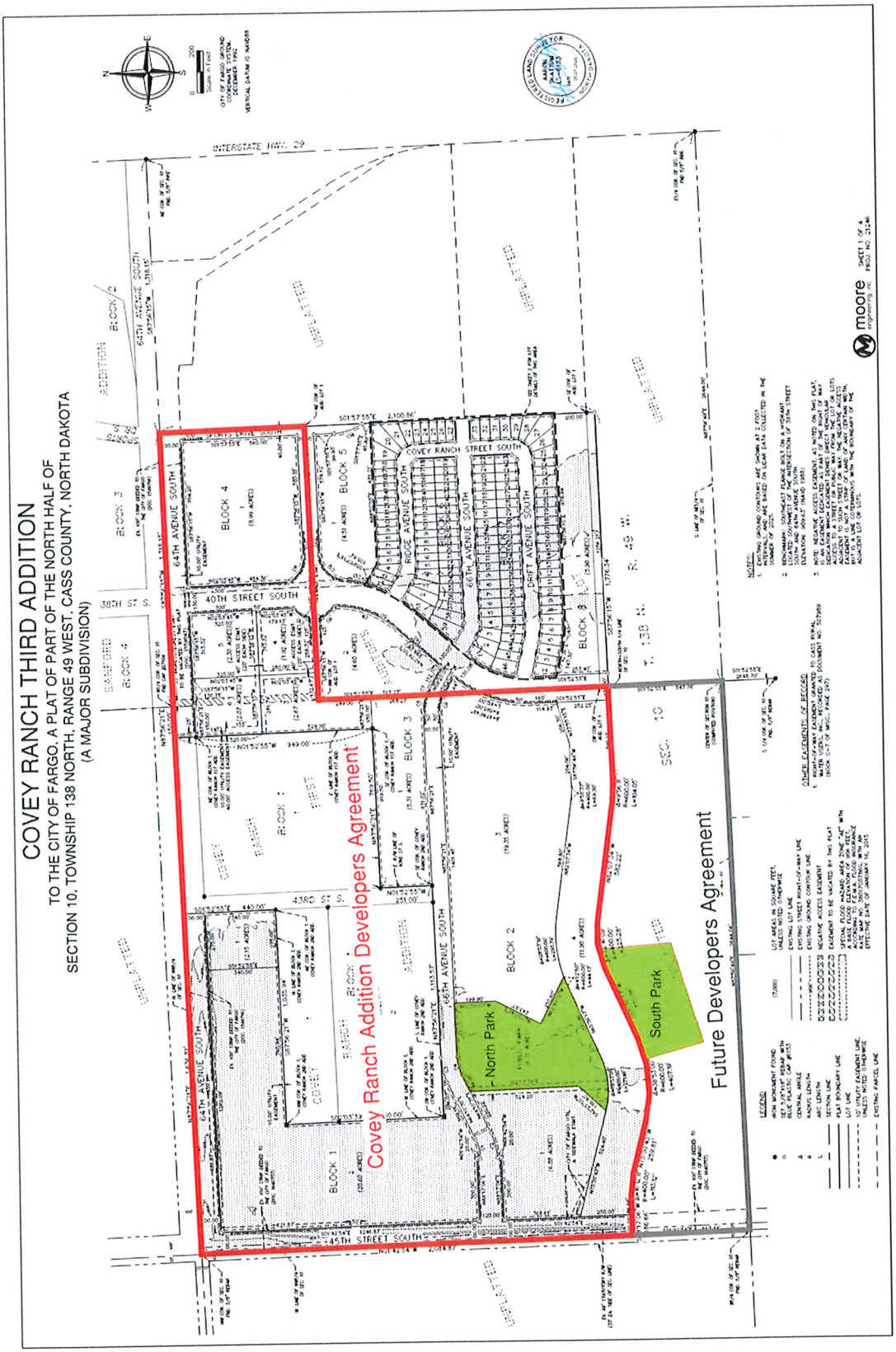


EXHIBIT "B"
Schedule of Park Amenities

North Park General Park Amenities – to be paid by Developer or City of Fargo
Streets
Curb and Gutter
Public Utilities
Street Lighting
Conveyance Stormwater Channel
East/West 10' Concrete Trail along North side of Stormwater Channel
North/South 10' Concrete Trail/Stormwater Channel Crossing

North Park Specific Park Amenities – to be paid by special assessment to entire development
Warming House
Parking Lot
Concrete Street Sidewalk within Right of Way
Boulevard Trees within Right of Way
Concrete Trails within Park
Natural Trails
Park Shelter
Storm Sewer
Sanitary Sewer Service
Water Service
One (1) Park Sign
Park Grading
Trees/Landscaping (in Park Area)
Park Native Seeding

EXHIBIT "C"
Park Area

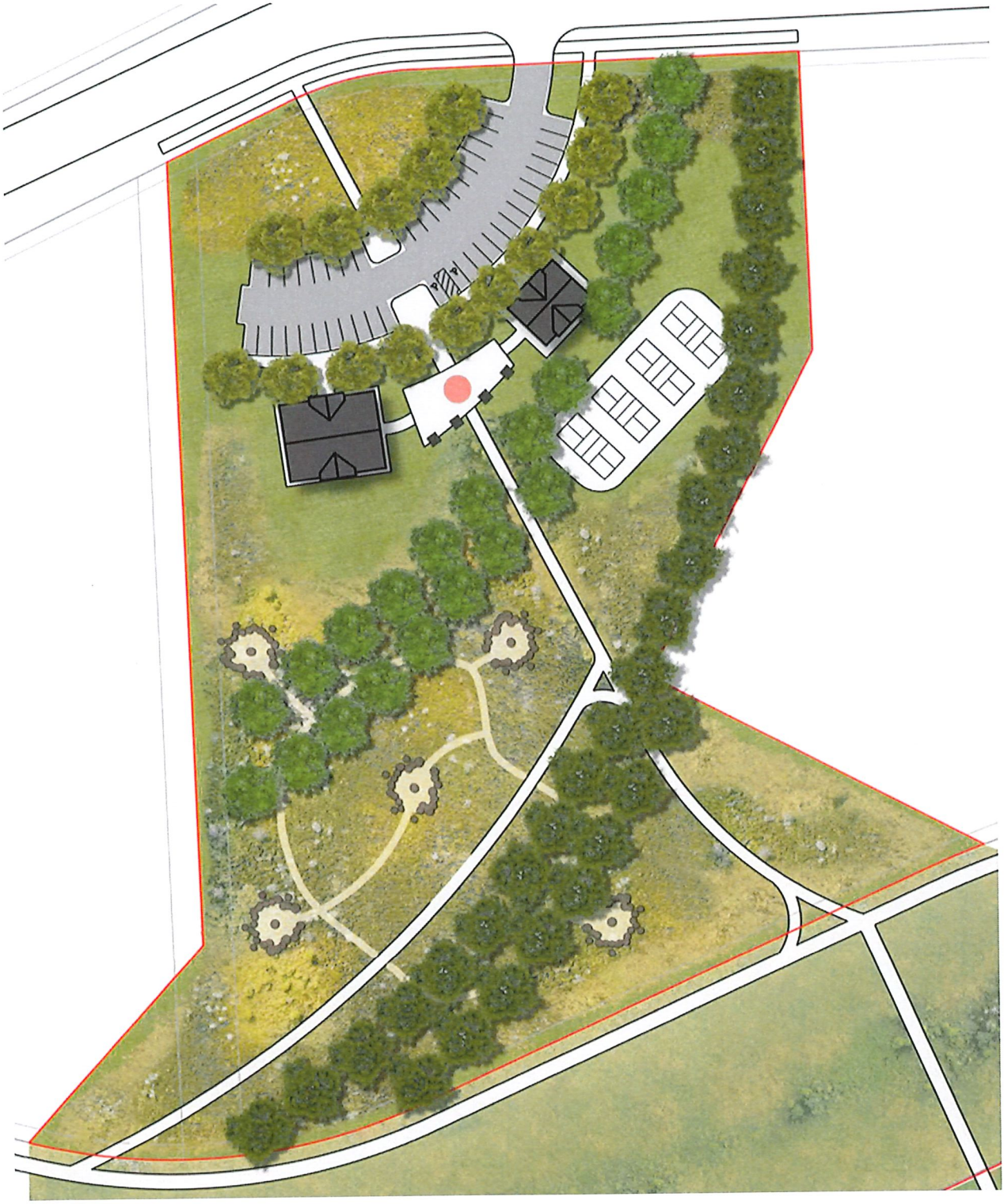


EXHIBIT "D"

Schedule of Estimated Cost

moore engineering, inc.

Covey Ranch - Development Agreement

Exhibit F - Schedule of Estimate Cost

Fargo, North Dakota

Moore Project No. 21246

Engineer's Opinion of Probable Cost

Date: 2/09/2026

Item / Description	Quantity	Units	Unit Cost	Total
Curb & Gutter	750	LF	$28.00	$21,000.00
Asphalt Parking Lot	1700	SY	$30.00	$51,000.00
4" Reinforced Concrete Sidewalks/Trails	1925	SY	$70.00	$134,750.00
Gravel Walking Trail	900	SY	$30.00	$27,000.00
Water Service Line - 1"	200	LF	$45.00	$9,000.00
Water Service Connection & Curb Stop	1	EA	$1,600.00	$1,600.00
Sanitary Sewer Service - 6"	200	LF	$60.00	$12,000.00
Sanitary Sewer Service Connection	1	EA	$1,200.00	$1,200.00
Storm Sewer - 12" RCP	250	LF	$75.00	$18,750.00
Storm Sewer - 15" RCP	500	LF	$80.00	$40,000.00
Storm Sewer - 18" RCP	125	LF	$95.00	$11,875.00
Storm Sewer - 24" RCP	50	LF	$110.00	$5,500.00
Connect to Existing Storm Sewer	1	EA	$1,200.00	$1,200.00
Storm Sewer Manhole - 48"	5	EA	$6,000.00	$30,000.00
Storm Sewer Flow Through Treatment Device	1	EA	$25,000.00	$25,000.00
Pedstrian Lighting	10	EA	$2,750.00	$27,500.00
Trash/Recycling Enclosures	5	EA	$1,750.00	$8,750.00
Benches/Seating	8	EA	$2,500.00	$20,000.00
Shelter	1	EA	$350,000.00	$350,000.00
Warming House	1	EA	$800,000.00	$800,000.00
Multi-Purposes Rink Area	1	EA	$200,000.00	$200,000.00
Native/Garden Plantings	1	LSum	$50,000.00	$50,000.00
Site Amenities	1	LSum	$50,000.00	$50,000.00
Earthwork	1	LSum	$50,000.00	$50,000.00
Grass Establishment	6	Acres	$3,600.00	$21,600.00
Park Signs	2	EA	$5,000.00	$10,000.00
Trees/Landscaping	1	LSum	$150,000.00	$150,000.00
Public Art	1	Allowance	$25,000.00	$25,000.00
			Construction Subtotal	**$2,152,725.00**
			20% Contigency	$432,647.94
			8% Engineering	$172,218.00
			Site Survey	$7,500.00
			Testing Allowance	$15,000.00
			1.25% Bonds & Insurance	$26,909.06
			Fargo Plan Review & Building Permit	$3,000.00
			Total	**$2,810,000.00**
			Finacial Consultant	$22,000.00
			Bond Counsel	$6,000.00
			City Assessment Administration (5%)	$142,000.00
			Financing Subtotal	**$170,000.00**
			TOTAL PROJECT COST	**$2,980,000.00**

EXHIBIT "E"
Assessment Area

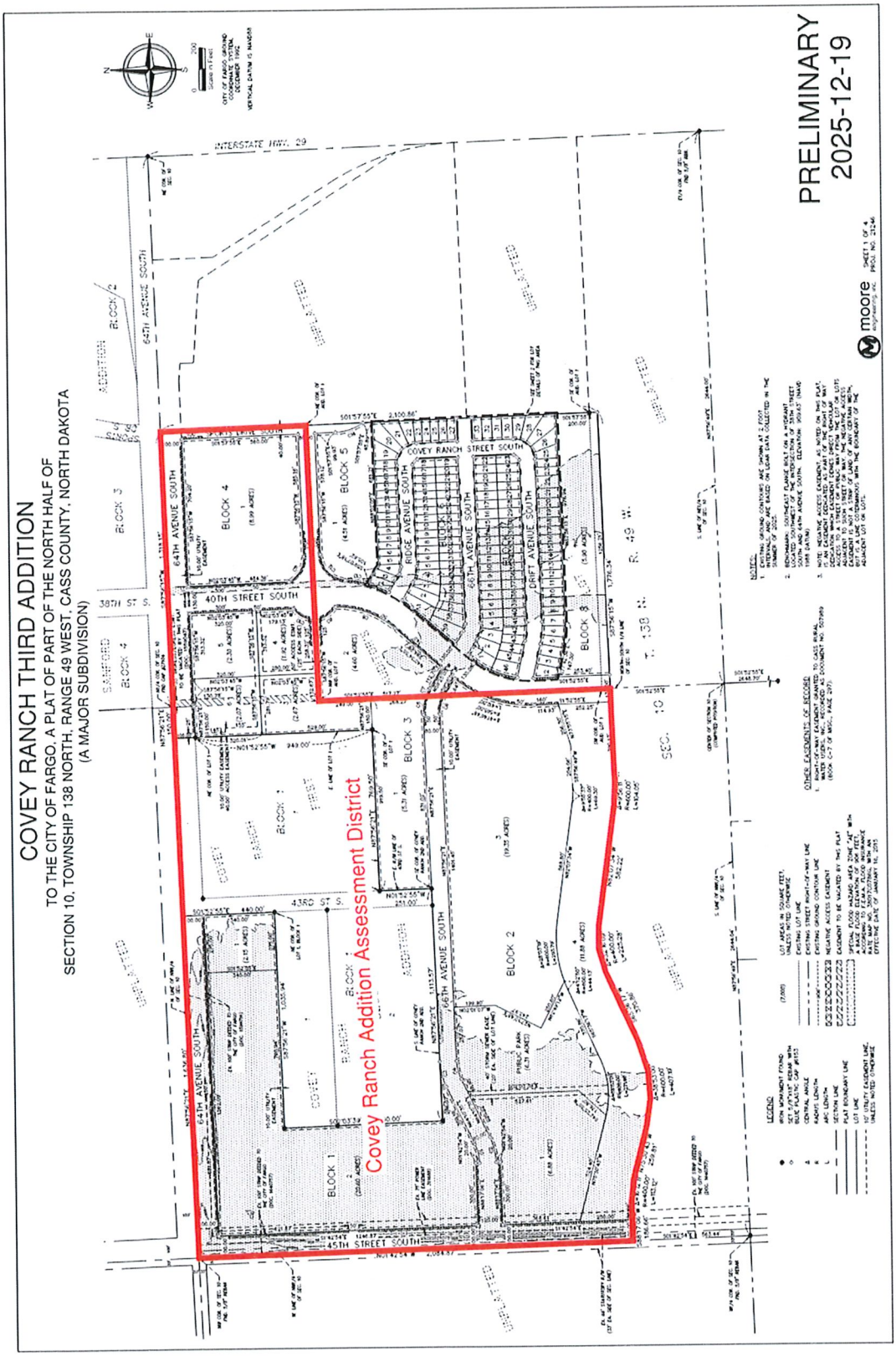


EXHIBIT "F"
Letter of Support

6/4TH AVENUE DEVELOPMENT

5522 36th St S
Fargo, ND 58104
701-205-4979

November 4, 2025

Fargo Park District
6100 38th St S
Fargo, ND 58104

RE: Covey Ranch Park (Covey Ranch 3rd Addition) – Letter of Support

Members of the Fargo Park Board,

On behalf of 64th Avenue Development LLC, we would like to formally express our support for the planned park improvements on Lot 2, Block 2 of Covey Ranch 3rd Addition. This represents the first phase of a larger, planned park system that will extend through future phases of Covey Ranch. Once completed, the park system will serve the entire Covey Ranch neighborhood and provide several key connections to the planned off-street pathway network.

The 6.35-acre park is envisioned to be nature/conservation focused with the opportunity to have ecological demonstration areas that will represent our local ecology. The park will be community-focused to allow for initiatives like natural trails, native planting demonstrations and recreational events. As a part of the park there would be the opportunity to create a facility that can be programmed year-around to support the Parks educational programming as well as the Public Fargo School District and other community organizations. The proposed trail system within the park would have direct connection to the regional trail system that will be connect to future parks and neighborhoods.

Given the regional nature of the proposed nature park, we respectfully request that any assessment for the park improvements be applied across the entire Covey Ranch development. Please feel free to contact me at (701) 970-7000 or Jace@dabberthomes.com if you have any questions or require additional information.

Best,

Jace Hellman, AICP
Development Manager
64th Avenue Development LLC

MEMORANDUM

DATE: August 11, 2026

TO: Fargo Park Board Commissioners

FROM: Kali Mork, Fargo Parks Sports Center Director

RE: Agenda Item No. 4 - Fargo Parks Sports Center Update

The Fargo Parks Sports Center team will provide an update on usage and financial performance for 2025, usage through Q2 of 2026 and a look ahead to the remainder of this year.

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

Thank you.

MEMORANDUM

DATE: August 11, 2026

TO: Fargo Park Board Commissioners

FROM: Broc Lietz, Finance Director

RE: Agenda Item No. 5 – 2027 Budget Review

The 2027 budget process kicked off at the end of April with district-wide presentations setting up expectations, goals, cost recovery targets, and the budget timeline, which we have previously shared with the Planning Committee and the full board. Seventy-five employees throughout the district participated in the presentations, helping to raise a broader understanding of budget development.

This year's process also included the implementation of new budget software. The new Euna software will allow for additional reporting, budget monitoring, and ease of data upload. Individual department budget meetings included training on the new software. Feedback to date has been positive as the software is very user friendly.

The 2027 budget has the following items build in as budget assumptions to built the initial preliminary budget:

Revenues

- **Property Taxes:** The goal is to have the overall mill levy remain flat for the park district. Fargo remains a growth city and the legislation pertaining to property tax caps allows for a 3% increase plus new growth. The projections for 2027 indicate approximately $1.1 million in additional property tax collection compared to 2026.
- **Charge for Services:** Pending approval of the proposed fees which will be presented to the board on July 14, 2027, we will estimate the impact on charge for services for the 2027 budget.
- **Intergovernmental Revenue:** Collaborating with the City of Fargo, we have budgeted no increase in state aid for 2027, pending state funds approval to the city.

- **Foundation Support:** The 2027 budget represents a revenue line from the foundation for pledges exceeding loan payments for the contributions toward the capital campaign for FPSC and IPP.
- **Interest Income:** The 2027 budget will reflect a decrease in interest income as reported last month in the annual audit. The completion of capital projects depleted cash reserves as planned, thus having less investable income. This has been planned with the closing of fiscal 2025 and budgeting in the years following.

Expenditures

- **Compensation:** The district conducted a market analysis for full-time employees and developed new ranges for each full-time position. This data, combined with the regional CPI from March 2025 – March 2026 of 3.4%, the recommendation for full-time compensation increase is 4.5%. May 2025 – May 2026 CPI currently sits at 5%. This recommendation is a placeholder as we look to balance the 2027 budget.
- **Employee Benefits:** Working with Gallegher & Associates to review all lines of insurance and review offerings, which include a second option for a high-deductible health plan in the current fiscal year, the estimated placeholder for employee benefit increase is 10%. We will have additional consultation with Gallegher as we continue the budget process.
- **Utilities:** Collaborating with our partners at Cass County Electric and Excel Energy, we have built in a 3% increase in utility costs for 2027.

Capital Improvement Plan: The executive team has reviewed the CIP requests and utilized the scoring matrix to evaluate potential projects for 2027. The budget is based on an initial recommendation to include the following projects: Jack Williams Stadium Lighting, SW Regional Pond, Phase 1 of Edgewood Irrigation, and Tharaldson Little League Turf.

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

Thank you.

2026 Cap Calculation Worksheet
2027 Budget

For

Taxing District	Fargo Park District
Budget Year	**2027**

Cap Percentage Allowance Calculation

1	Cap Percentage allowance this year	2026	3.00%
2	**Unused** Cap Percentage allowance last year (see last year's cap calc worksheet)	2025	0.00%
3	**Maximum Cap Percentage Allowance Available for this year**		**3.00%**

CALCULATION 1 - Base Year Calculation

	TAX YEAR	TY2025	TY2024	TY2023	
		Previous Yr Levy	Levy 2 Years Ago	Levy 3 Yrs Ago	
4	Total Dollars Levied on behalf of taxing district in three preceding years	31,354,256	30,045,635	27,267,951	
	Less: Levies Exempt from Cap				
5	Less: Irrepeable tax to pay bonded debt (See Note 3)				
6	Less: Taxes or Special Assessments levied to pay debt (See Note 4)				
7	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)	8,886,528	8,968,090	9,033,309	
8	Less: Special improvement project paid by general taxation (See Note 6)				
9	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)				
10	Less: Water Resource Districts (See Note 7)				
11	Less: School District Tuition Levy (See Note 8)				
12	Less: Not entity-wide (requires separate cap calculation)				
13	Less: Other				
14	**Difference = Dollars Levied Subject to Percentage Cap Increase (Line 4 minus Lines 5-13)**	**22,467,728**	**21,077,545**	**18,234,642**	
15	Base Year Levy (highest of last 3 years Line 14)	**22,467,728**	*Section 22, 6c*		

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	22,467,728	*Section 22, 6a*
17	Previous Year Taxable Value	882,475,566	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	25.46	
19	Plus: New Property Taxable Value	20,344,817	*Section 22, 6a1*
20	Plus: Expired TIF Incremental Taxable Value	-	*Section 22, 6a1*
21	Plus: Expired Exemptions Taxable Value	3,788,391	*Section 22, 6a2*
22	Minus: Removed Property Taxable Value	5,856,845	*Section 22, 6a3*
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	18,276,363	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	465,314	
25	Minus: Expired Temporary Mill Levy Amount	-	*Section 22, 6a4*
26	Net Adjustments (Line 24 minus Line 25)	465,314	
27	Adjusted Year Levy (Line 16 plus Line 26)	**22,933,042**	*Section 22, 6a*

CALCULATION 3 - Cap Allowance Calculations

Current Year Cap Allowance

28	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	22,933,042	*Section 22, 6a*
29	Current Year Allowable Cap Percentage Limit	3.00%	*Section 22, 6, a2b*
30	Cap Allowance Amount (Line 28 times Line 29)	687,991	*Section 22, 6b*
31	**CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Cap Allowance Amount (Line 30)**	**23,621,033**	

Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	22,933,042	*Section 22, 1a*
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap perentage) Line 3	3.00%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	687,991	
35	**MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)**	**23,621,033**	

CALCULATION 4 - Excess Percentage Increase for Future Periods

Section 22, 1b

36	TY26 Total Dollars to be Levied on behalf of taxing district for 2027 budget		
	Less: Levies Exempt from Cap		
37	Less: New or increased levy authority (See Note 1)		
38	Less: Property tax levy authority increased above zero mills (See Note 2)		
39	Less: Irrepeable tax to pay bonded debt (See Note 3)		
40	Less: Taxes or Special Assessments levied to pay debt (See Note 4)		
41	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)		
42	Less: Special improvement project paid by general taxation (See Note 6)		
43	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)		
44	Less: Water Resource Districts (See Note 7)		
45	Less: School District Tuition Levy (See Note 8)		
46	Less: Not entity-wide (requires separate cap calculation)		
47	Less: Other		
48	**Difference = Dollars Certified by Taxing District Subject to Cap (Line 36 minus 37-47)**	-	*Within Max Line 35*

Current Budget Year Excess Cap % to Carry Forward

		2027	
49	Unused Cap Amount (Line 31 minus Line 4)	23,621,033	
50	Calculated Percentage	103.00%	
51	**Current Year Excess Percentage Carry Forward to Future Periods**	**3.00%**	*Section 22, 1b*

Prior Budget Year Excess Cap % to Carry Forward

		2026	
52	Excess Percentage Used from Prior Years Carry Forward	0.00%	
53	**Excess Percentage Remaining from Prior Years Carry Forward**	**0.00%**	*Section 22, 1b*
54	**Total Excess Percentage to Carry Forward (Line 51 plus Line 53)**	**3.00%**	

MEMORANDUM

DATE: August 11, 2026

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 6 - Approval of Park Board Committee Assignments

President Rostad will present the proposed committee structure and recommend the appointment of each Park Board Commissioner to a committee for a term extending through June 2027.

The committees are as follows:

- Planning Committee
- Governance Committee
- Fargo Park District Foundation
- Fargo Youth Initiative

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

Thank you.

Motion Recommended by Staff: I motion to approve the appointments of each Park Board Commissioner to a committee as presented.

Planning Committee Meeting
Wednesday, July 15, 2026; 8:15 a.m.
Fargo Parks Sports Center
Alex Stern Boardroom

Present: Zoe Absey, Vicki Dawson, Joe Deutsch, Susan Faus, Jayne Gust, Tony Schmitt, Tyler Kirchner, Luke Evenson, Broc Lietz

Public Comment: Members of the public were afforded the opportunity to discuss issues with the Board. There were none.

Consideration Covey Ranch Developers Agreement
Tyler Kirchner, presenter

- Location & Context
  - 110-acre development south of the Career Academy and 64th Ave S.
  - Part of a larger ~2,400-acre master-planned area focused on regional stormwater management, connectivity, and trail systems.
  - Ties into adjacent developments: Southwest Regional Pond, Lost Creek, Brookstone, and Back 40 Developments
- Park Program & Role in System
  - 6.31-acre park within Covey Ranch; plus, a future 1–2 acre playground area south (to be handled under a separate, future developer agreement).
  - Intended as a neighborhood-scale park with community/regional-level amenities and a major trailhead/destination on an almost uninterrupted 5K corridor.
  - Directly guided by the Park System Master Plan and its Statistically Valid Survey (strong demand for trails, neighborhood parks, natural areas, and special events).
- Key Amenities
  - Multi-purpose building (indoor multi-use space, supports programming and events).
  - Large event shelter (similar scale to Urban Plains; supports larger gatherings, classes/events on adjacent lawn).
  - Multi-purpose concrete rink (four-season use; potential striping for pickleball/basketball, supports programs like NHL Street).
  - Trailhead amenities (including restroom).
  - Concrete and natural trails
  - Prairie/open green space.
  - Placemaking/public art node and small outdoor classroom pods integrated into prairie areas.
  - Parking Lot
  - Playground: intentionally not in this phase; to be added to the south in a future agreement once that area develops.
- Financial Structure

        - Total project estimate: $2.98M.
            - Developer is short on required land dedication and will make a $421,131.20 payment in lieu for Covey Ranch.
            - Because Brookstone Development is nearby and its residents are expected to use Covey Ranch Park heavily, the developer will provide a $239,876.28 payment in lieu of land dedication.
        - Remaining cost ($2.3M) to be funded through a special assessment district:
            - Park District fronts the cost (bonds).
            - Cost is special assessed to benefiting lots; over time the district is effectively made whole.
- Process & Timing
    - This agreement is a bit ahead of the normal sequence.
    - Park District intends to build as soon as City infrastructure is in, aiming to be “first in” so buyers know the park amenities at purchase.
    - Playground area and surrounding development to south will follow in future phases.
    - Maintenance acknowledgement that:
        - Nature-based/prairie areas are lower-intensity.
        - Rinks, golf, athletic fields are high-intensity.
        - New concrete multi-use rink is justified by service coverage (fills a geographic gap) and year-round usability.
    - Expectation that future planning work should more explicitly tie level-of-service and maintenance staffing to system growth.

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

<u>Consideration of Riverwood Park Stormwater Outlet Project Repair Bids</u>
Tony Schmitt, presenter

- Location: Riverwood Park on airport-leased land near Pepsi Soccer Complex / North Broadway Park.
- Issue: Significant bank erosion and failure around a stormwater outlet serving the multi-purpose “football/soccer” field.
- Project:
    - Designed by an engineer; permitting took longer than expected, so project moved from 2025 to 2026.
    - Four bids received; low and recommended:
        - Jet Black Industries – $54,500 (within budget; contractor has done smaller demo/asphalt removal work successfully).
    - Target completion: contractors indicate they can likely complete by late August; official completion date goal is October 16.

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

Goose Johnson Partner Appreciation Event
Susan Faus, presenter

- Current: Longstanding Goose Johnson golf tournament at Rose Creek as a partner appreciation event and informal recognition of former leader “Goose” Johnson.
    - Historical cost to district $9,000.
    - Participant base has narrowed; mostly same golfing groups, excludes non-golfers; limited capacity to invite former commissioners/retirees.
- Proposed Shift:
    - Transition to a Goose Johnson appreciation event at the Sports Center:
        - More inclusive and family-friendly: pickleball, turf activities, social spaces, simple food (e.g., hot dogs via concessions), band optional.
        - Better mingling/interaction.
        - Exposes more partners and families to the Sports Center and its amenities.
        - Creates space to honor history and legacy:
            - Visuals of past commissioners, long-time staff, key milestones, photos/slides.
            - Opportunity to highlight Goose Johnson’s contributions (including republished historic article).
        - Specific effort to invite former commissioners and retired full-time staff as ambassadors.
    - Budget: projected $5,000–$6,000, depending mainly on whether a band is hired.
    - Timing: Mid–late September, coordinated with Sports Center event calendar; will align messaging with Park District Foundation’s golf event (moved to September) to ease the transition for long-time attendees.

2027 Budget Review
Broc Lietz, presenter

- Process & Tools
    - Budget season kicked off in April with broad staff training on process, goals, and expectations.
    - Implementing new budget software integrated with Blackbaud:
        - Replacing many manual spreadsheets.

        - Will support dashboards, real-time reporting, and eventually CIP tracking.
    - Changing how benefits are budgeted:
        - Moving benefit costs out of finance “central pot” and into department budgets so total personnel costs per area are clearer.
        - Requires set-up of multiple benefit lines for each department.
- Revenue Assumptions
    - Property Tax
        - Property tax funds 55–60% of total budget.
        - State law: 3% cap on valuation-based increase, plus unlimited new growth, with the ability to carry unused capacity forward.
        - Strategy: continue to fully utilize 3% annually to avoid losing capacity; 2027 adds:
            - $1.1M in additional property tax revenue over current year (3% + growth after adjusting for exemptions, TIFs, etc.).
    - Charges for Services
        - Recently approved user fee adjustments are now being aligned in the budget models.
    - Intergovernmental (State Aid via City of Fargo)
        - Park District received 30% of the City’s state aid as allowable through state statute.
        - Current assumption: flat at $4.3M for 2027 (no growth, no cut), pending any state changes from the Governor’s 10% reduction directives.
    - Foundation Support (Capital Pledges)
        - For Fargo Parks Sports Center & Island Park Pool, total pledges exceed the pledge-backed loan by about $7M.
        - That “excess” is now being explicitly budgeted as annual foundation support as loan principal declines.
        - For 2027, estimated at $251K, increasing in subsequent years.
    - Interest Income
        - Previously elevated due to large project cash balances and high short-term rates.
        - Now expected to normalize downward: less cash on hand (reserves moving from 45% to 20–25%) and moderated rates.
- Expenditure Assumptions
    - Compensation
        - CPI (Upper Midwest) has moved from 3.4% (March) to 5% (May).
        - Budget placeholder: 4.5% total compensation increase for full-time staff.
            - Final split (across-the-board vs. market/merit adjustments) still under development.
            - Backed by a recent market study completed by HR to address misaligned positions.
    - Benefits

        - Working with Gallagher for health and benefits; self-funded Blue Cross Blue Shield plan + pension are largest drivers.
        - Placeholder: 10% increase for benefits; hope/expectation this may later be refined down after actuarial work (similar to prior year, which dropped to 7%).
        - High Deductible Health Plan (HDHP) added in 2026; >20% enrollment (above typical 5–10% first-year adoption), expected to help moderate cost growth.
    - Utilities
        - Based on Cass County Electric/Xcel info, assuming 3% increase.
- Capital Improvement Plan – 2027 Focus
    - Jack Williams Stadium – lighting replacement.
    - Southwest Regional Pond – trail improvements.
    - Tharaldson Little League – turf project (partnership).
    - Edgewood Irrigation Project – Phase 1:
        - 2027: pump station and preparatory work.
        - 2028: full irrigation system replacement (lead times 12–18 months; large, specialized project).
- Tax Capacity & Legislative Strategy
    - Value of a mill:
        - 2026: $882K.
        - 2027 (projected): $913K (reflects growth).
    - There is ongoing discussion through NDRPA about advocating at the Legislature for:
        - Excluding the 5-mill Park & Facilities levy from the 3% general fund cap.
        - Rationale: that levy functions as a deferred maintenance & capital tool, and counting it against the cap constrains long-term infrastructure stewardship, especially for smaller or slower-growth communities.
    - Commissioners receive a commitment to provide a clear, simple explanation of the 3% cap + growth calculation in a future meeting.

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

<u>Other</u>

Foundation Self-Funding Path

- The Park District contribution to the Foundation is currently $275K.
- Original concept: Foundation fully self-funded by 2030.
- Susan will:
    - Meet with the Foundation Executive Committee to discuss whether to:
        - Maintain the 2030 target with phased reduction, or

        - Adjust timing/approach based on actual fundraising and gaming performance.
    - Bring back input so the district can plan a realistic glide path that supports both district budget health and Foundation sustainability.

Governance, Committees & Calendar

- Committee Assignments
    - Planning: Joe, Zoe, Vicki.
    - Governance: Jerry, Emily.
    - Foundation liaison: Jerry.
- Meeting Cadence
    - Park Board: 2nd Tuesday monthly, except October 5 as a one-off due to budget filing deadlines.
    - Planning: 3rd Wednesday.
    - Governance: 4th Wednesday, with a goal of policy review every other month, canceling intervening meetings when not needed.
    - 2027 calendar will go to Governance for formal approval.

Meeting adjourned at 9:32 am.
Minutes submitted by Carmen Johnson, Executive Assistant