Planning Committee Meeting
Wednesday, May 27, 2026; 8:15 a.m.
Fargo Sports Center, Alex Stern Board Room
6100 38th Street S, Fargo

AGENDA

1. Recognition of Audience/Public Comments
2. Garden of Healing Phase 2; Dave Bietz with Arlin and Sarah Fisher, presenters
3. City of Fargo 12th Avenue Bridge Project as it relates to Jack Wiliams Stadium; Dave Bietz with Scott Middaugh and Adam Ruud, presenters
4. Urban Archery Deer Hunting Program Update; Tony Schmitt with Odin Helgerson and Rob Mounts, presenters
5. Consideration of Rose Creek Driving Range Improvements Project Bids; Tyler Kirchner, presenter
6. Cell Tower Request at Fargo Parks Sports Center; Kali Mork, presenter
7. Bridge Maintenance Agreement in relation to pedestrian bridges across the Red River; Dave Bietz, presenter
8. 2027 Budget Update; Broc Lietz and Luke Evenson, presenters
9. Discussion on Fee Structure for Fargo Residents in 2027, Susan Faus, presenter
10. Other

Next Park Board Meeting: June 9, 2026; 5:30 p.m.
Next Planning Committee Meeting: June 17, 2026; 8:15 a.m.
Next Governance Committee Meeting: June 24, 2026; 8:15 a.m.

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

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

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 2 - Garden of Healing Phase 2

In the spring of 2021, Sarah Fisher and Arlin Fisher approached the Fargo Park District seeking permission to establish a memorial garden in honor of their son while also raising awareness about organ donation. Approval was granted, and Urban Plains Park was selected as the project site. A groundbreaking ceremony was held in May 2021, followed by installation of the initial improvements, culminating with a dedication ceremony in October 2021 to celebrate completion of Phase 1 of the garden.

In November 2021, the Board approved the concept for an expanded garden at the site, and a Memorandum of Understanding (MOU) was executed granting the Fishers authorization to continue development of their long-term vision for the property. The original MOU provided a three-year timeframe to secure the funding necessary to complete the larger project vision.

In March 2023, the Fishers returned to the Board to request an extension of the agreement timeline, which was subsequently approved. The amended MOU provided an additional five years to raise the funds needed for Phase 2 of the project. At that meeting, the Fishers also shared updates regarding improvements already completed at the site, discussed the positive momentum surrounding the project, and presented professional renderings illustrating their long-term vision. Those renderings are included with this memo for reference.

By September 2025, additional site enhancements had been completed, including installation of the Healing Hotline, sometimes referred to as a “Phone in the Wind,” along with several other project improvements as the Fishers continued development of the memorial garden.

In April of this year, the Fishers informed staff that they had successfully secured funding necessary to fully complete Phase 2 of the project. Since that time, staff have been coordinating with the project contractors and have developed an agreement outlining the implementation of Phase 2 improvements. The agreement is also included with this memo.

We are asking the Committee to review the design as well as the agreement and move the consideration for approval to the full board.

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

Thank you.

AGREEMENT FOR CONSTRUCTION OF

PHASE 2 OF THE GARDEN OF HEALING PARK

This Memorandum of Understanding Agreement (the "Agreement") (the "Agreement") is entered into this _____ day of _____, 2021 between the **Park District of the City of Fargo** ("Park District") and **Garden of Healing Park, Inc.,** a North Dakota non-profit corporation (collectively "Garden of Healing").

Whereas, the Park District previously approved and Garden of Healing previously constructed Phase I of the Garden of Healing Park project at Urban Plains Park.

Whereas, Garden of Healing desires to construct Phase 2 of the Garden of Healing Park project ("Phase 2 Project") as delineated on Exhibit A to this Agreement;

Whereas, the parties desire to set forth their respective rights, obligations, and responsibilities relating to the construction, use, maintenance, and operation of the Phase 2 Project;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Grant of Use.** The Park District hereby grants Garden of Healing the right to enter upon and use the portion of the Park District property reasonably necessary for the construction, installation, maintenance, and operation of the Phase 2 Project, subject to the terms and conditions of this Agreement.
2. **Financial Obligations.** Except as otherwise specifically set forth in this Agreement, Garden of Healing shall be solely responsible for all costs associated with the design, construction, installation, and completion of the Phase 2 Project, including but not limited to costs funded through donations, grants, fundraising, loans, or other sources. The Park District shall have no obligation to contribute funds toward the construction of the Phase 2 Project except for those responsibilities expressly identified in this Agreement.
3. **Construction Timeline.** The parties acknowledge that timely completion of the Phase 2 Project is important to minimize disruption to the surrounding park facilities and operations. Construction is anticipated to commence on or about June 10th, 2026 and substantial completion is anticipated on or before October 31st, 2026, subject to weather delays, contractor scheduling, material availability, and other factors beyond the reasonable control of the parties.
4. **Park District Responsibilities.** The Park District shall be responsible for the following items related to the Phase 2 Project:
    a. Granting Garden of Healing use of the project area located on Park District property for purposes of constructing and operating the Phase 2 Project;

b. Approving all plans, specifications, construction schedules, and related documents pertaining to the Phase 2 Project, which all plans consistent with attached Exhibit A are hereby approved;

c. Moving existing trees located within the project area as reasonably necessary for completion of the Phase 2 Project;

d. Capping existing irrigation lines removal of viable irrigation heads impacted by the Phase 2 Project;

e. Start-up main irrigation system within Urban Plains Park annually in coordination with the Garden of Healing Group, including coordination of the Phase 2 Project irrigation tie-in to the Park District irrigation system and Winterization of the irrigation system, not including any unique water features of the site (i.e., waterfall or other water features)

f. Payment of electricity and water utility costs associated with the site following completion of the Phase 2 Project; and

g. Mowing flat areas within Phase I and Phase 2 Project that are reasonably accessible and capable of being maintained using the Park District's ride-on mowing equipment.

h. Garbage and litter removal throughout the Phase 2 area.

5. **Garden of Healing Responsibilities.** Except for those responsibilities specifically assigned to the Park District herein, Garden of Healing shall be responsible for all other aspects of the Phase 2 Project, including but not limited to:

   a. fundraising and project financing;

   b. design and construction management, including but not limited to:

      i. retain properly licensed and qualified contractors as required by law;

      ii. ensure that all construction is performed in a good and workmanlike manner and in compliance with applicable laws, regulations, and industry standards;

      iii. provide the Park District with reasonable progress updates and construction schedules upon request;

      iv. be responsible for site safety during construction activities; and

      v. repair or restore any Park District property damaged as a result of the construction activities, reasonable wear and tear excepted;

   c. landscaping, plantings, and specialty improvements;

d. ongoing maintenance and repair of project improvements that are not specifically maintained by the Park District under Section 4 in a manner consistent with Park District standards;

e. obtaining all necessary permits and approvals required for construction; and

f. ongoing operational oversight of the Phase 2 Project.

6. **Ownership of Improvements.** Upon installation, all permanent improvements constructed as part of the Phase 2 Project shall become fixtures to the real property and shall remain the property of the Park District; provided, however, that Garden of Healing shall retain any naming or donor recognition rights specifically approved by the Park District.

7. **Naming Rights and Recognition.** Garden of Healing may install donor recognition signage and naming elements associated with the Phase 2 Project, subject to prior approval by the Park District, which approval shall not be unreasonably withheld. All signage shall comply with applicable Park District policies and standards.

8. **Insurance.** Garden of Healing and its contractors shall maintain commercial general liability insurance in amounts not less than $2,000,000 per occurrence and shall name the Park District as an additional insured with respect to construction activities related to the Phase 2 Project. Upon request, certificates of insurance shall be provided to the Park District.

9. **Indemnification.** To the fullest extent permitted by law, Garden of Healing shall indemnify, defend, and hold harmless the Park District and its officers, employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the construction, installation, maintenance, or operation of the Phase 2 Project, except to the extent caused by the negligence or willful misconduct of the Park District.

10. **Assignment.** Garden of Healing shall not assign this Agreement or any rights hereunder without the prior written consent of the Park District.

11. **Term and Termination.** This Agreement shall commence upon execution by both parties and shall continue unless terminated by mutual written agreement of the parties. The Park District may terminate this Agreement upon written notice in the event Garden of Healing materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days following written notice.

12. **Independent Contractors.** Nothing contained herein shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the Phase 2 Project and supersedes all prior negotiations, understandings, or agreements relating thereto.
14. **Amendments.** This Agreement may only be amended by a written instrument executed by both parties.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Park District of the City of Fargo

_____

By: Vicki Dawson
Its: President

Garden of Healing Park, Inc.

_____

By: _____
Its: _____

Exhibit A

Plans for Phase 2 of the Garden of Healing Park



MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 3 - City of Fargo 12th Avenue Bridge Project as it relates to Jack Wiliams Stadium.

The City of Fargo has been evaluating a new design for the 12th Avenue North Bridge crossing the Red River adjacent to Jack Williams Stadium. Over the past year, staff have worked closely with City representatives and their project engineering team to review the proposed design and address potential impacts on our property.

The proposed project includes modifications to both bridge alignment and elevation to improve long-term flood resiliency and enhance traffic flow across the corridor. Throughout the planning process, staff focused on three primary priorities: improving trail connectivity, enhancing pedestrian access, and maintaining, at a minimum, the current level of parking availability at the stadium. We believe these priorities have been successfully incorporated into the proposed design.

Due to the increased bridge elevation, access to the south stadium parking lot from the existing route will no longer be feasible. To maintain access, a new entrance will be constructed from Elm Street North, providing continued connectivity to the parking areas nearest to the stadium. In addition, the project includes the creation of additional parking stalls in the north parking lot, improved trail alignments, and clearly identified pedestrian pathways through the south parking lot to provide safer and more efficient access to the stadium.

As part of the ongoing approval process for the project design, the City has requested execution of the attached letter outlining the proposed changes affecting our property. A corresponding map identifying the referenced improvements and modifications is also included for review.

We are asking the Committee to review and move the consideration for approval to the full board.

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 * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman

Our Values: Be Authentic * Be Bold * Be Collaborative

U.S. Department of Transportation
Federal Highway Administration

North Dakota Division

4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Phone 701-250-4204
Fax 701-250-4395

April 14, 2026

Dave Bietz
Deputy Director of Operations
Fargo Park District
6100 38th Street South 58104

Subject: City of Fargo Project No. QR-25-B0
Red River Bridge Replacement
Fargo, ND and Moorhead, MN

Dear Mr. Bietz:

The City of Fargo, in cooperation with the City of Moorhead and the Federal Highway Administration (FHWA), is proposing to replace the existing bridge crossing over the Red River connecting 12th Avenue North in Fargo, ND and 15th Avenue North in Moorhead, MN. See the enclosed project location map. 12th Avenue North is adjacent to Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park, all managed by the Fargo Park District.

The Build Alternative would include reconstructing the roadways, sidewalks, and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lots. Impacts to the Jack Williams Stadium would include relocating the parking lot entrance from the north side of the parking lot to the west side. The relocation is necessary to avoid future traffic operations impacts. Parking reconfiguration to parking lots both north and south of 12th Avenue would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Overall, parking spaces between the two lots would be maintained or increased compared to the current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the shared use path to the main entrance of the stadium is also included, which would benefit the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.

The existing Fargo Mickelson/Tricorn Bike Path within Trefoil Park would be realigned upslope underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.

The Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park are protected under Section 4(f) of the Department of Transportation Act of 1966 as assumed due to the recreational nature of the facilities. Section 4(f) of the Transportation Act prohibits FHWA from authorizing actions that result in a use of Section 4(f) properties, including public parks, recreation areas, wildlife refuges or lands of historic significance, unless there are no prudent and feasible avoidance alternatives and the action includes all possible planning to minimize harm.

However, under 23 CFR 774.13, FHWA has identified various exceptions to the requirements for Section 4(f) authorization. One exception, identified in 23 CFR 774.13(d), *temporary occupancies of land that are so minimal as to not constitute a use*. The temporary occupancy of the land during construction will be so minimal that it will not constitute a use within the meaning of Section 4(f) per the following criteria:

1. *Duration (of the occupancy) must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land.*

   The Section 4(f) properties will be occupied only for the duration required for construction of the project. No permanent or temporary easements would be acquired from the Fargo Park District; rather a memorandum of agreement will be completed between the City of Fargo and the Fargo Park District to accommodate the temporary construction and long-term maintenance of the improvements. Therefore, no changes in ownership of the land will be realized as a result of the construction of the proposed project.

2. *Scope of the work must be minor, i.e., both the nature and magnitude of the changes to the Section 4(f) resource are minimal.*

   Temporary impacts would occur during construction of the roadway, bridge, parking lot, and Mickelson-Tricorn Shared Use Path improvements. The expected temporary impacts will occur as outlined within the memorandum of agreement and will not change the intended use of the 4(f) resources.

3. *There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis.*

   No permanent adverse impacts to the Section 4(f) properties will be observed as a result of this project; nor shall there be any interference with the protected activities, features, or attributes of the properties or their use. Access to Jack Williams Stadium's events will be maintained during construction; however, parking availability may be limited. Access to the Mickelson-Tricorn Shared Use Path will be maintained during construction through use of a temporary pedestrian detour. Access to Trefoil Park will be maintained during construction. Ultimately, improvements are expected to improve continued access to these Section 4(f) properties through improving access to the Mickelson-Tricorn Shared Use Path during high-water events and improving access to the Trefoil Park and Jack Wiliams Stadium during flood events.

4. *The land being used must be fully restored, i.e., the resource must be returned to a condition which is at least as good as that which existed prior to the project.*

   None of the Section 4(f) properties will have permanent adverse impacts due to the bridge and roadway work on 12th Avenue North. Disturbed areas will be reseeded following construction.

5. *There must be documented agreement of the appropriate Federal, State, or local officials having jurisdiction over the resource regarding the above conditions.*

   As requested, with this letter, FHWA is requesting concurrence from the Fargo Park District regarding the outlined conditions.

   It is our opinion that due to the type of roadway and bridge improvements and temporary nature of the project, there will be minimal temporary impacts and no permanent impacts. Therefore, the proposed project is excluded from the requirements of Section 4(f) authorization.

Request of Concurrence

FHWA requests concurrence from the Fargo Park District that the proposed project meets conditions 1 through 5, will not have an "adverse effect" on Jack Williams Stadium, Trefoil Park, or the Mickelson-Tricorn Shared Use Path, nor will there be interference with the intended activities, features or attributes of the properties on a temporary or permanent basis. The above stated condition 5 is required for FHWA to exclude this project from the requirements of Section 4(f) authorization, allowing the proposed project to proceed as planned.

The anticipated construction season for this project will be based on project funding and would be coordinated with your office once anticipated construction dates are known. Please provide your written concurrence by June 9, 2026. If you require any additional information, or have any questions, feel free to call me at 701-221-9464.

A concurrence response can be sent to kristen.sperry@dot.gov or mailed to:

Kristen Sperry
Planning & Environment Program Manager
FHWA-North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503

Sincerely,

Kristen Sperry
Planning & Environment Program Manager

ks/tfr

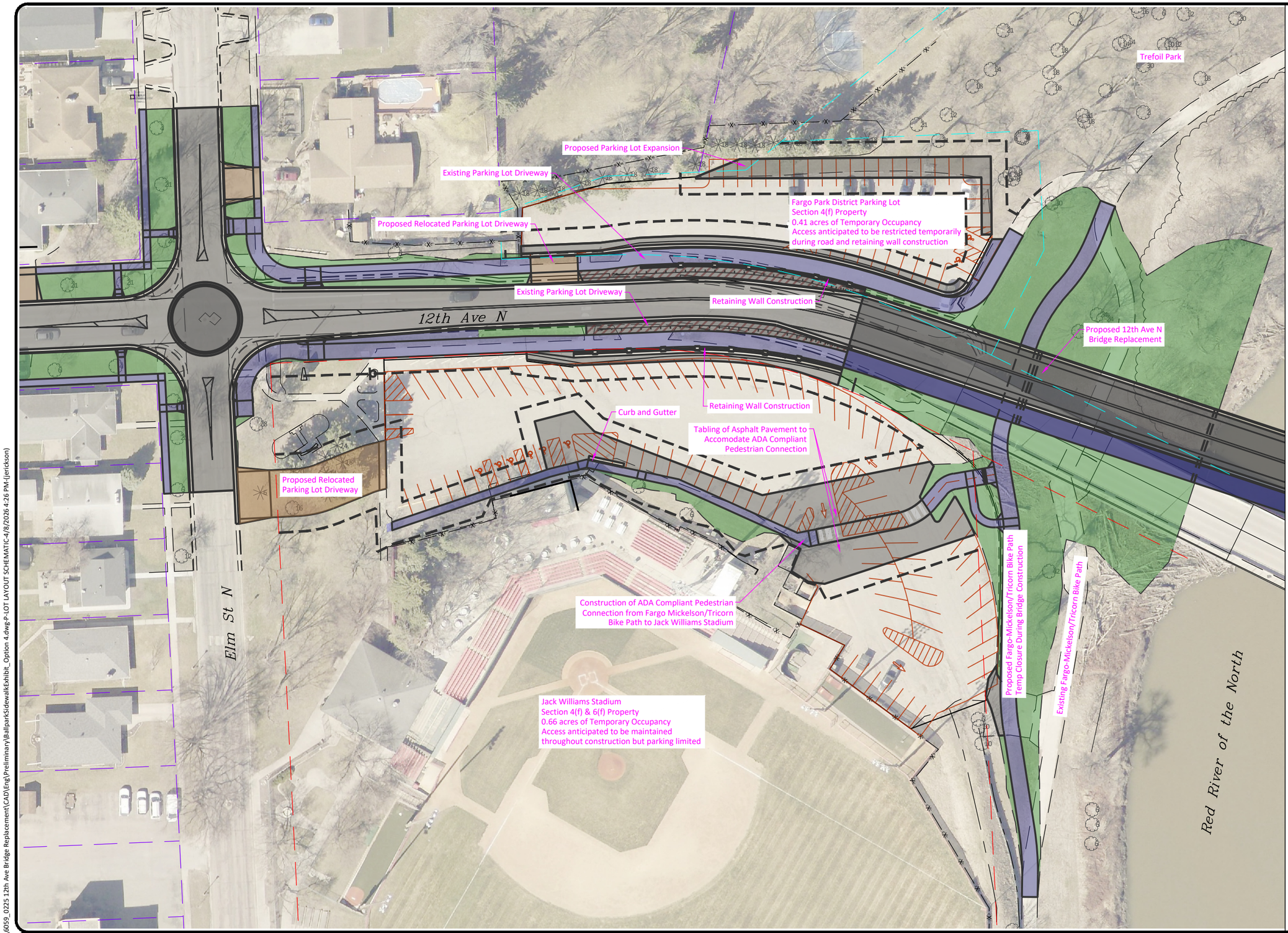
Concurrence

The Fargo Park District has consulted with FHWA to the impacts to Jack Williams Stadium, Trefoil Park, or the Mickelson-Tricorn Shared Use Path and hereby concurs that the proposed project, as described and shown in appended exhibits, would not adversely affect the activities, features and attributes that qualify the property for protection under Section 4(f) of the Transportation Act on either a temporary or permanent basis.

_____ _____

Fargo Park District Date

Enclosures: Section 4(f)/6(f) Exhibit



N

30 0 30 60
Scale Feet

Parking Counts

- NORTH LOT
  - EX. SPACES = 43
  - NEW SPACES = 32
- SOUTH LOT
  - EX. SPACES = 81
  - NEW SPACES = 95

TOTAL EX. SPACES = 124
TOTAL NEW SPACES = 127

LEGEND

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- GRADING/SEEDING
- BRIDGE DECK
- SIDEWALK ON BRIDGE DECK
- GUARDRAIL EMBANKMENT
- RETAINING WALL
- DISTURBANCE LIMITS
- PROPERTY BOUNDARY
- SECTION 4(f) PROPERTY BOUNDARY
- SECTION 4(f) & 6(f) PROPERTY BOUNDARY

NOTE:

PAVEMENT MARKINGS SHOWN WITHIN THE PARKING LOTS TO BE COMPLETED BY OTHERS.

PRELIMINARY
NOT FOR CONSTRUCTION

H:\JBN\6000\6059\6059_0225 12th Ave Bridge Replacement\CAD\Eng\Preliminary\BallparkSidewalkExhibit_Option 4.dwg-P-LOT LAYOUT SCHEMATIC-4/8/2026 4:26 PM-(jerickson)

No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by	Date
JDE	4-8-26
Checked by	Scale
AMR	AS SHOWN

12th Avenue North Fargo, ND & 15th Avenue North
Moorhead, MN Bridge Replacement
Project No. QR-25-B0

Section 4(f) / 6(f) Exhibit

PROJECT NO. 6059-0225

SHEET 1

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 4 - Urban Archery Deer Hunting Program Update

Rob Mounts and Odin Helgerson from the Sandhills Archery Club will be present to provide a recap of the 2025-2026 Urban Archery Deer Hunting Program that is held annually on City of Fargo and Fargo Park District property. They will also explain and propose some changes to the program for the upcoming 2026-2027 season.

The Sandills Archery Club is proposing to add the following park properties back into the program: Forest River Park, Heritage Hills Park, and Orchard Glen Park. These three park areas were removed from the program in 2022 because the sites are outside city limits.

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 * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman

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Fargo Wildlife Management Program

2025-2026 RECAP

Background & Purpose of the Fargo WMP

Established in 2006 to help curtail property damage from deer

- Operated largely unchanged until 2022 when Sandhills took over administration of the program

Goal: To keep the local deer population below a nuisance level through sustained hunting pressure and harvesting

- Safety is paramount
- Not an eradication program

Public Benefit: Archery hunting is the most cost-effective method of managing urban deer

- Fargo is one of five herd reduction areas in North Dakota

Current Program Administration

Sandhills board member	Five volunteer coordinators	State & city hunting rules apply
Specialized training on urban hunting	Written test	Shooting test

Split Seasons

- Early: September – October
- Late: November - January

One zone addition: 201

Updates for the 2025-2026 Season

Season Summary and Statistics

Applicants / Eligible Hunters:	82 / 81
End of season survey responses:	80 / 81 (99%)
Successful hunters:	26 / 81 (32%)
Arrows released / Arrows recovered:	50 / 49 (98%)
Deer harvested:	37
Hit, but not recovered:	7
*Misses:	4
Venison Donated:	55 lbs. / 220 meals

- ND state-wide success rate was 29% in 2025
- One lost arrow stuck in deer
- Searched for 5 hours with two people, not found

Early Season Statistics

Early Season: September – October

60 days / 8.5 weeks / 2 months

Average times hunting per hunter:
8.20

Average sits per hunter per month:
4.10

Deer Sightings:

422

Bucks	98
Does	206
Fawns	118

Late Season Statistics

Late Season: November - January

92 days / 13 weeks / 3 months

Average times hunting per hunter:
6.65

Average sits per hunter per month:
2.21

Deer Sightings:

363

Bucks	82
Does	146
Fawns	135

Overall Season Statistics

Entire Season: September - January

152 days / 21 weeks / 5 months

Average times hunting per hunter:
7.43

Average sits per hunter per month:
3.16

Deer Sightings:

785

Bucks	180
Does	352
Fawns	253

Interactions with the Public

Public Interactions:	133
◦ Positive/Neutral	133

Challenges

- Unleashed dogs (several areas)
- Illegal campsites (Zone 103)
- Unattended bonfires & drug paraphernalia
- Hunter Issue

What was Learned?

Splitting the seasons into two was well received

- More hunters were able to take part in the program (81 vs. 50)
- Would keep that structure in place for 2026-2027 season

We needed to better understand where (or who) to report identified issues

- Zone 103 (Broadway Bridge) had several campsites throughout September & October
- A guy running his dog along the river while riding his ATV near 32nd Ave N
- Unleashed dogs throughout the city and park properties

Photographs of harvested deer worked well to confirm and record harvests

Proposed Changes for 2025-2026 Season

Consider reinstating the 3 Park Properties south of town

- Enforcement of city rules by Fargo PD is no longer an issue
- Hunters, in trees, wearing blaze orange during the firearm season enhances safety of all park users during the MN firearm season
- ND Game and Fish is onboard with these areas being zoned for herd reduction

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Tyler Kirchner, Project Manager

RE: Agenda Item No. 5 – Consideration of Rose Creek Driving Range Improvements Project Bids

Bids for the Rose Creek Driving Range Improvements Project were received and publicly opened on Thursday, May 14, 2026, at 11:00 a.m., in the Alex Stern Boardroom at the Fargo Parks Sports Center. Attached to this memo is the bid tabulation.

We received bids from Earthwork Services Inc. in the amount of $99,680, and TNT Landscaping LLC in the amount of $51,160. After reviewing the bid information, staff recommends awarding the bid to TNT Landscaping LLC in the amount of $51,160. The bid met all project specifications and was the lowest responsive bid received. Although the bid exceeded the original $50,000 budget for this project, additional funding will be allocated from the golf project budget to cover the remaining costs.

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Fargo Park District

Rose Creek Driving Range Improvements Project

Bid Opening: 11:00 AM, Thursday, May 14, 2026

Alex Stern Boardroom, Fargo Parks Sports Center

BIDDER	CONTRACTOR LICENSE	TOTAL BID PRICE	ESTIMATED INSTALL DATE
Earthwork Services Inc	X	$99,680.00	September 2026
TNT Landscaping LLC	X	$51,160.00	September 2026

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Dave Bietz, Deputy Director of Operations and Kali Mork, Sports Center Director

RE: Agenda Item No. 6 - Consideration of Land Option and Lease for Cellular Tower at the Fargo Parks Sports Center

Great Plains Towers, LLC, on behalf of Verizon Wireless, has engaged the Park District via a broker in regard to placing a cellular tower on a section of land in the far northeast corner of the Sports Center as depicted in exhibit B of the attached land option and lease agreement. The documents have been reviewed by the Park District's legal counsel.

The agreement would provide the tenant a 2-year exclusive option to lease the depicted portion of the land to build a cellular tower. They would receive this option in exchange for a $2000 payment. The tenant would have the ability to extend the option for another two years in exchange for another $2000 payment.

Should the tenant exercise their right to lease the land, the following table provides the key components of the lease as it is currently written as well as comparable information from other cellular tower agreements the Park District already has in place elsewhere.

Area	Proposed Agreement	Past Park District Agreements
Space Needed	3600 sq ft	Ranges from 600 to 900 sq ft
Initial Rent at Time of Execution	$1000/month guaranteed plus $200/month revenue share if additional carriers join. Potential for up to $1400/month total.	Ranges from $600/month plus revenue share (2009) on the low end up to $1600/month (2025)
Rent Escalator	2.5% annually	2 to 3% annually
Initial Term	5 years	5 years
Renewal Terms	Up to seven, 5-year terms (35 years total)	Between 4, 5-year terms (20 years total) and 7, 5-year terms (35 years total)

While a slightly lower monthly rent is being offered than our most recent agreement elsewhere, there should be a residual benefit of enhanced cellular reception within the building by having a tower in close proximity. While the actual propagation map could

not be shared with staff due to proprietary reasons, Verizon's radio frequency engineer has provided a letter attesting to the ancillary benefits we should see within the building as a result of the tower being located on our property.

Staff is asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

LAND OPTION AND LEASE AGREEMENT

THIS LAND OPTION AND LEASE AGREEMENT (the "**Agreement**") is made and entered into effective as of the latter signature date below ("**Effective Date**") by and between PARK DISTRICT OF THE CITY OF FARGO, a North Dakota park district ("**Landlord**") with an address of 6100 38th Street South, Fargo, North Dakota 58104 and GREAT PLAINS TOWERS, LLC, a Delaware limited liability company ("**Tenant**") with an address of 1305 North Louisville Avenue, Tulsa, Oklahoma 74115.

RECITALS

WHEREAS Landlord is the owner of that land and property located in the State of North Dakota, County of Cass, commonly referred to as Parcel Number 01879200200000 and located at 6100 38th Street South, Fargo, North Dakota 58104 more particularly described in Exhibit A ("**Property**"), and

WHEREAS Landlord desires to grant to Tenant, and Tenant desires to obtain from Landlord, an option to lease a portion of the Property containing approximately 3,600 square feet (60' x 60') (the "**Land**"), together with non-exclusive easements appurtenant thereto for ingress, egress and access, together with the right to install, operate, construct and maintain above and below ground electrical, telephone and fiberoptic lines, cables, conduit, poles and appurtenant and related equipment, all as more particularly set forth herein (the "**Easements**" and, collectively with the Land, hereinafter the "**Leased Premises**"). The Leased Premises is more specifically described herein in Exhibit B.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

OPTION

1. In consideration of the payment of Two Thousand and No/100's Dollars ($2,000.00) ("**Option Fee**") from Tenant to Landlord, Landlord hereby grants to Tenant an exclusive and irrevocable option to lease the Land and use the Easements on the terms and conditions set forth herein (the "**Option**"). The Option may be exercised at any time on or prior to that date which is two (2) years from the Effective Date ("**Option Period**"). At Tenant's election, and upon Tenant's prior written notification to Landlord, the time during which the Option may be exercised may be further extended for one (1) additional period of two (2) years (the "**Extended Option Period**") with an additional payment of Two Thousand and No/100's Dollars ($2,000.00) ("**Extended Option Fee**") by Tenant to Landlord. The Option may be further extended by mutual written agreement of Landlord and Tenant.

2. From and after the Effective Date the Tenant, together with its agents, employees, invitees, and independent contractors has the right and privilege to enter upon the Property for the purpose of inspecting, surveying, examining, drilling, and conducting other studies and investigations, including, but not limited to, environmental and archaeological assessments, soil and geotechnical borings and such other tests and investigations and activities, on or below the surface of the Property. In addition, with the understanding that the Landlord will be fully compensated for damage to the Property and crops planted or growing thereon resulting from any such activity by or on behalf of Tenant. Further, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense but for no additional consideration payable to Landlord, all licenses and permits or authorizations required for Tenant's use of the Leased Premises from all applicable government and/or regulatory entities (the "**Government Approvals**"). Landlord hereby appoints Tenant or Tenant's agent as Landlord's agent

to file applications on behalf of Landlord with federal, state and local governmental authorities which applications relate to Tenant's use of the Leased Premises, including but not limited to land use and zoning applications.

3. In the event Tenant does not exercise the Option during the Option Period or Extended Option Period, then the Option shall terminate, become void and of no further force or effect and Landlord shall retain the Option Fee or any Extended Option Fee, and no additional money shall be payable by either party to the other.

4. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant. Landlord shall not sell, lease, convey, subdivide or separate all or any portion of the Property in a manner that may, in Tenant's reasonable discretion, interfere with or prohibit the use of the Leased Premises by Tenant and without not less than thirty (30) days' notice to Tenant.

5. Tenant may exercise the Option at any time during the Option Period or Extended Option Period, as applicable, by providing written notice to Landlord in the manner set forth in this Agreement, which notice shall be effective on the date set forth in the notice ("**Commencement Date**").

LEASE AGREEMENT

6. Lease and Easement. Subject to the terms and conditions of this Agreement, upon Tenant's exercise of the Option, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Land and grants to Tenant, its successors, assigns, for its use and the use by Tenant's subtenants, licensees, invitees, and customers, and each of their respective employees, contractors and agents, the use of the Easements for ingress, egress, regress, access and parking (and including a 20' x 20' turnaround area) seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and the installation, construction, modification, operation and maintenance of above and below ground electrical, telephone, fiberoptic and other lines, cables, conduit, pipes, poles, equipment boxes, pull boxes and ancillary improvements.

7. Permitted Use. The Leased Premises may be used by Tenant for the construction, modification, operation, maintenance, repair, removal and replacement of a communications tower facility, (as well as, to the extent applicable, that of its subtenants, licensees and/or customers) radio transmitting and receiving antennae, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets (the "**Permitted Use**"). Tenant shall have the right to survey the Property and the Leased Premises, which such survey and metes and bounds legal description shall then become Exhibit C, incorporated herein, and shall control in the event of discrepancies between it and Exhibit B.

8. Term. The initial term of this Agreement (the "**Initial Term**") shall be five (5) years, beginning on the Commencement Date. Tenant shall have the option to extend this Agreement for seven (7) additional terms of five (5) years each (each an "**Extension Term**"). This Agreement shall automatically renew for each successive Extension Term unless Tenant provides written notice to Landlord of its election not to renew this Agreement not less than sixty (60) days prior to the expiration of the Initial Term or any applicable Extension Term. The Initial Term and the Extension Terms shall collectively be referred to as the "**Term**."

9. Rent and Payment.

(a) Commencing on the Commencement Date and continuing through the Initial Term, Tenant shall pay Landlord rent in the amount of One Thousand and No/100's Dollars ($1,000.00) per month ("**Rent**"), due and payable on the first day of each month to Landlord at the address of Landlord set forth herein. The Rent shall increase, each year, on the anniversary of the Commencement Date, by an amount equal to two and one half percent(2.5%). Rent for any partial month shall be prorated.

(b) Revenue Share. In addition to Rent, Tenant shall pay to Landlord an amount equal to Two Hundred and No/100's Dollars ($200.00) per month for the second and each subsequent third party operating a broadband wireless communications system or otherwise subleasing space within the Leased Premises and on the Tower (the second and each subsequent third party each hereinafter a "**Future User**" and such amount payable to Landlord hereinafter the "**Future User Revenue Share Amount**"). Any applicable Future User Revenue Share Amount shall commence upon the first day of the first month following the completion of installation of equipment within the Premises and on the Tenant's Facilities by such Future User, and continuing thereafter until the earlier of (i) the expiration of this Agreement or (ii) the cessation of use by such Future User of the Leased Premises as evidenced by a written notice of such termination or cessation by Tenant to Landlord. In furtherance of the foregoing, Landlord and Tenant agree that the initial, first or anchor tenant, subtenant or licensee of Tenant (the "**Anchor Tenant**") shall not be considered a "Future User" for purposes of this section and, in the event the Anchor Tenant vacates the Premises at any time during the Term hereof, the first Future User, if any, shall be deemed the 'Anchor Tenant' for purposes of calculating any amount of Future User Revenue Share Amount due from Tenant to Landlord. Following the commencement of any applicable Future User Revenue Share, the amount payable by Tenant to Landlord for such Future User shall increase, each year, at the same time and upon the same rate as the escalation of Rent set forth in Section 9(a) hereof.

10. Holdover. If at the end of the seventh (7^{th}) Extension Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Monthly rental for this period shall be increased by two and one half percent (2.5%) over the Rent payable for the last year of the seventh (7^{th}) Extension Term, and shall thereafter increase, each year, by an amount equal to two and one half percent (2.5%) over the Rent payable for the preceding twelve (12) month period.

11. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of installing, constructing, maintaining and operating communications facilities and uses incidental thereto, including equipment cabinets, boxes, buildings, shelters, antennas, lines, cables, conduit, telecommunications equipment, radios, transmitters, and a free standing antenna structure of sufficient height now or in the future to meet Tenant's telecommunication needs and all related facilities and necessary connecting appurtenances as well as a security fence to be placed around the perimeter of the Land ("**Tenant's Facilities**"). All improvements shall be at Tenant's expense. Tenant shall also have the limited, temporary right to use portions of the Property adjoining and adjacent to the Land as reasonably required during construction, installation, maintenance, and operation of Tenant's Facilities, provided that Tenant shall repair any damage to such Property adjoining or adjacent to the Land caused by Tenant's use thereof immediately following the completion of Tenant's installation, construction, maintenance, and operation of communication facilities and incidental uses. Tenant will maintain the Leased Premises in a good condition, reasonable wear and tear excepted, and in material compliance with applicable laws, rules, regulations and ordinances. Tenant's ability to use the Leased Premises is contingent upon its obtaining and maintaining all Governmental Approvals. Landlord shall cooperate with Tenant in its effort to obtain such Governmental Approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by Tenant. Landlord agrees to sign such papers as required to file applications with all governmental or regulatory authorities. Landlord shall not register any written or verbal opposition to any application, permit or authorization of Tenant. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, or if soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Agreement. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing in accordance with this Agreement. All rentals paid to said

termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to the other. Landlord hereby grants Tenant a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Leased Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "**Landscape Easement**").

12. Relocation of Premises. Landlord shall have the one-time right, after the expiration of fourth (4th) Extension Term, to request Tenant relocate the Leased Premises to another mutually acceptable location on the Property (the "**Relocation Site**"), by providing Tenant with not less than two (2) years' prior written notice ("**Initial Relocation Notice**"). The Initial Relocation Notice shall set forth the request of the Landlord for the relocation of the Premises and Tenant's Facilities, together with the proposed location within the Property. The Relocation Site shall be determined by mutual agreement of Landlord and Tenant, taking into consideration Tenant's operational requirements, the Permitted Use, and the requirements of any Governmental Authority. Landlord shall reimburse Tenant for all reasonable and documented expenses incurred in moving the Leased Premises, including any costs to relocate the antennas, radios, improvements and installations of any subtenant, licensee or occupant of the Premises at the time of such relocation (the "**Relocation Expense**") by fully abating all Rent due pursuant to this Agreement from the date of such relocation until such costs have been fully offset. Should the Relocation Expense exceed the abated Rent, Landlord shall reimburse Tenant for the remaining amount. The relocation of the Premises under this section shall not otherwise affect the rights or obligations of the parties under this Agreement.

13. Interference. Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Tenant's Permitted Use of the Leased Premises. Such interference will be deemed a material breach of this Agreement by Landlord and Landlord shall have the responsibility to terminate said interference immediately upon written notice from Tenant. Anything to the contrary in this Agreement notwithstanding, if any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Tenant's written notice to Landlord, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, as well as Tenant's subtenants and licensees, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice to Landlord. Landlord represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Tenant's rights to the Leased Premises as set forth in this Agreement. Tenant acknowledges and agrees that Landlord's potential construction of facilities of similar nature to the facilities located on the Property as of the date of execution (generally described by Landlord as Phase I and Phase II of the Fargo Sports Complex), whether connected to the current facilities of constructed separately will not be deemed a breach of this section should the construction of such facilities interfere with Tenant's permitted uses.

Tenant agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with the rules and requirements of the FCC, to any equipment of Landlord operating within the requirements of the FCC. In the event that any of Tenant's equipment installed after the Commencement Date causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference caused by the Tenant's equipment has not been cured within thirty (30) days after Landlord has notified Tenant in writing of such interference and if Tenant has not taken reasonable steps to cure such interference within said time period, Tenant shall immediately remove the interfering equipment.

14. Liability and Indemnity. Landlord, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Tenant from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors. Tenant, its grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Tenant, or Tenant's employees, agents or independent contractors, or Tenant's Permitted Use of the Lease Premises. If either party is entitled to indemnification and defense (**"Indemnified Party"**) from the other party (**"Indemnifying Party"**) pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. The indemnification set forth herein shall survive the termination, cancellation, assignment and/or expiration of this Agreement.

15. Insurance. Tenant agrees to acquire and maintain during the term of this Agreement, (a) Commercial General Liability insurance against claims for personal injury or property damage liability with a limit of not less than Five Million and No/100 Dollars ($5,000,000.00) in the event of personal injury to any number of persons or of damage to property arising out of any one occurrence, and (b) Worker's Compensation coverage in compliance with Federal and/or State laws. Such insurance may be furnished under a primary policy and any number of umbrella policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises. Tenant shall list Landlord as an additional insured as its interest may appear with respect to the Commercial General Liability policy and shall furnish Landlord a certificate of insurance upon request.

16. Taxes. Tenant shall pay all personal property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Leased Premises, provided that Tenant shall reimburse Landlord for the increase in any such real property taxes that is directly attributable to the Tenant Facilities, and Landlord agrees to provide such documentation to Tenant. If Landlord fails to pay when due any taxes affecting the Property or the Leased Premises, Tenant shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

17. Default. Any breach of a material term hereof that is not cured within thirty (30) days from receipt of written notice from the non-breaching party shall constitute a "**Default**"; provided, however, that if efforts to cure such breach are commenced within said thirty (30) day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within fifteen (15) days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party. In the event that Landlord is in default beyond the applicable periods set forth above, Tenant may, in addition to those remedies set forth in in this Agreement, perform the obligation(s) of Landlord specified in such notice, in which case any expenditures reasonably made by Tenant in so doing shall be deemed paid for the account of Landlord and Landlord agrees to

reimburse Tenant for said expenditures upon demand; take any actions that are consistent with Tenant's rights or available to Tenant pursuant to applicable law, or set-off from Rent any amount reasonably expended by Tenant as a result of such default, or any combination of these rights, in the discretion of Tenant.

18. Termination by Tenant. Tenant may terminate this Agreement, for any reason or no reason, by providing thirty (30) days' advance, written notice to Landlord; provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's Permitted Use (as determined in Tenant's sole discretion) Tenant may terminate this Agreement immediately. Upon such termination, this Agreement shall become null and void and neither party shall have any further obligations, including the payment of money, to the other.

19. Removal of Tenant's Facilities. Upon cancellation, revocation, termination or expiration of this Agreement, Tenant shall vacate the Leased Premises and shall remove all its above ground improvements, equipment, personal property and Facilities, and those below ground portions to a depth of four (4) feet below grade, within ninety (90) days. In the event Tenant shall not remove its improvements within such ninety (90) day period, all such improvements shall become the property of Landlord. Tenant, at its sole expense, shall repair all damage caused by such removal. Tenant agrees to maintain such security for the removal of Tenant's property with a bond, escrow or letter of credit.

20. Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of such party including, without limitation, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, pandemics, or other 'force majeure' events, provided, however, that this provision shall not relieve either party of the obligation to make any payments required herein as and when due and shall not limit Tenant's right to terminate this Agreement as permitted hereunder.

21. Sale of Property, Right of First Refusal.

(a) Should Landlord, at any time during the term of this Agreement, decide to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be under and subject to this Agreement and Tenant's rights hereunder.

(b) From and after the Effective Date, Landlord hereby grants Tenant a right of first refusal in connection with all requests, proposals or offers from any Offeror (as defined below) other than the Tenant to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Leased Premises. Landlord shall provide Tenant written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Landlord desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Tenant shall have thirty (30) days to evaluate such request, proposal or offer and notify Landlord in writing (the "**Acceptance Notice**") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Tenant fails to provide Landlord with an Acceptance Notice or within such thirty (30) day period, then Landlord may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within one hundred eighty (180) days of when Tenant notifies Landlord it does not intend to provide an Acceptance Notice (or, if no such notice is given, one hundred eighty (180) days after the expiration of the aforementioned thirty (30) day period), then Landlord shall not complete such transaction(s) without first providing Tenant an additional ROFR Notice pursuant to the terms of this Section 20, whereupon the provisions of this Section 20 shall again apply. An "**Offeror**" is any person or entity that, directly or indirectly, owns or operates towers or communications facilities, or is in the business of acquiring, in whole or in part, fee title, tenancy rights, licensing rights, easement rights, contract rights, economic rights or any other type of right or interest in real property and/or leases in, under or around towers or communications facilities.

(c) If at any time after the date of this Agreement, Landlord receives a bona fide written offer from an Offeror seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**") which Landlord desires to accept, Landlord will furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such thirty (30) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 20(c).

22. Covenants and Agreements. Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Agreement to be kept, observed and performed by Tenant, Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord. Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Agreement. Landlord further covenants that there are no other leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises except as may be disclosed on Exhibit D hereto. Landlord agrees that, during the Term, Landlord will not permit the placement, installation, operation or use of telecommunications equipment, antennas, or towers providing transmission and/or receiving facilities for wireless providers and/or users on any real property owned by Landlord within two thousand six hundred forty (2,640) feet of the Leased Premises, and Landlord will not grant a lease, sublease, or other license or right to use the to any other party for operation of antenna and/or telecommunications facilities on any real property owned by Landlord within two thousand six hundred forty (2,640) feet of the Leased Premises.

23. Assignment and Sublease. Tenant may assign or transfer its interest in this Agreement and the Leased Premises without the consent of Landlord, provided that such assignee agrees in writing to assume the obligations of Tenant hereunder. Upon such assignment, Tenant shall be released of all obligations under this Agreement. Tenant may sublease all or any portion of the Leased Premises to any other party or multiple parties without the consent of Landlord, provided that no such sublease shall relieve Tenant of its obligations under this Agreement.

24. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand; (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord: Park District of the City of Fargo
PO Box 2010
Fargo, North Dakota 58122
Attention: Director of Operations
Telephone Number: (701) 866-4511

Tenant: Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

25. Binding Agreement. This Agreement shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

26. Subordination. This Agreement shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall execute a written agreement reasonably acceptable to Tenant recognizing the validity of this Agreement in the event of a foreclosure of Landlord's interest and Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Agreement. Tenant shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than thirty (30) days after this Agreement is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage. In the event the Leased Premises is encumbered by a reverse mortgage, Landlord shall notify Tenant within ten (10) days after this Agreement is executed.

27. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Tenant Facilities, any portion of the Easements, or any roadway to the Leased Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Tenant renders the Leased Premises unsuitable for its intended purpose, then at Tenant's option, Tenant may terminate this Agreement as of the date the title vests in the condemning authority. Landlord and Tenant will share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant includes, where applicable, the value of the Tenant Facilities, moving expenses, prepaid rent and business dislocation expenses). If Tenant does not terminate this Agreement as provided in this section, this Agreement shall remain unaffected except that the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Leased Premises immediately prior to such taking and thereafter the "Leased Premises" shall be deemed to be the remaining portion of the initial Leased Premises.

28. Tenant's Tower. Tenant, at Tenant's option, may erect a monopole suitable for its Permitted Use. Tenant shall have the right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's Facilities, the Leased Premises or the Easements.

29. Compliance by Tenant. Tenant shall materially comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted applicable to use of the Leased Premises by Tenant.

30. Access and Utilities. During the Term, ingress and egress to the Leased Premises is hereby granted by Landlord to Tenant and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, 24 hours a day, 365 days per year, including, without limitation, the non-exclusive right to and from the Leased Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. Tenant shall also have a non-exclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of telephone, fiberoptic, electrical and other lines, cables, conduit, poles other installations and improvements necessary to serve the Tenant's Facilities, and shall have the right to improve present utilities within the Property. Tenant shall cause all electrical service to the Leased Premises to be separately metered and shall promptly pay in full for all utilities consumed by Tenant at the Leased Premises.

31. Environmental Indemnity. Landlord represents and warrants to Tenant that Landlord: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged

in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("**Hazardous Substances**") regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("**Environmental Laws**"). Landlord indemnifies and holds Tenant harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property prior to or during the Term of this Agreement, except for claims arising in whole or in any part out of Tenant's use or occupancy of the Leased Premises. Tenant shall comply with all Environmental Laws with respect to its use of Hazardous Substances on the Leased Premises. The indemnification set forth herein shall survive the termination, cancellation, assignment and/or expiration of this Agreement.

32. Title Insurance and Estoppel. Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Landlord shall cooperate with Tenant's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. In addition, Landlord agrees, from time to time, upon not less than ten (10) days prior written notice from Tenant, to execute and deliver to Tenant a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Landlord has any knowledge of any default or breach by Tenant under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Tenant to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Tenant or its prospective mortgagee or purchaser may request. Should Landlord fail to provide requested documentation within thirty (30) days of Tenant's request, or fail to provide any non-disturbance instrument set forth in this Agreement, Tenant may withhold and accrue the Rent rental until such time as the requested documents and instruments are received.

33. Partial Invalidity. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then, notwithstanding such finding, this Agreement shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Agreement are not materially, adversely affected by such deletion.

34. Brokerage Commissions and Fees. Tenant and Landlord understand and agree that if either has hired, either verbally or in writing, a broker, realtor, finder or other person to act on behalf of, represent or otherwise assist either of them in connection with this Agreement or the transactions contemplated by this Agreement, any commissions or fees due or claimed to be due by such broker, realtor, finder or other person shall be the sole responsibility of the party that hired such broker, realtor, finder or other person. Each party hereby agrees to indemnify and hold harmless the other party from and against any and all commissions, fees, costs, expenses, damages, or liability arising out of any claim against the indemnified party by any such broker, realtor, finder or other person hired by the indemnifying party.

35. Counterparts. This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed

by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

36. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State or Commonwealth where the Leased Premises are located.

37. Entire Agreement. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

38. Open Records. Tenant acknowledges that Landlord is a public entity and is bound by open record laws of the State of North Dakota.

39. Miscellaneous. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Agreement. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tenants Facilities or any portion thereof, regardless of whether or such Tenants Facilities is deemed real or personal property under applicable laws. In addition to the terms and conditions set forth in the body of this Agreement, this Agreement and Tenant's rights hereunder shall be subject to any additional terms and conditions as may be set forth in Exhibit E attached hereto and by reference made a part hereof. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement or a memorandum hereof may be recorded at the option and expense of Tenant. Landlord agrees to, upon request of Tenant, execute a memorandum of this Agreement in the form attached as Exhibit F. Paragraph, captions or section headings used in this Agreement are for convenience of reference only and do not affect any provision of this Agreement. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW

Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter signature date below.

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

LANDLORD: PARK DISTRICT OF THE CITY OF FARGO, a North Dakota park district

By: _____
Name: _____
Its: _____
Date: _____

STATE OF _____
COUNTY OF _____

Before me, _____, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named _____ _____, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is personally known to me or has provided _____ as identification.

Witness my hand and official seal this _____ day of _____, 2025.

_____
Official Signature of Notary
Notary's printed or typed name:_____
My Commission Number:_____

OFFICIAL SEAL

Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

TENANT: GREAT PLAINS TOWERS, LLC, a Delaware limited liability company

By: _____
Name: John R. Hemphill
Its: President

Date: _____

STATE OF OKLAHOMA
COUNTY OF TULSA

I, _____ a notary public in and for said county in said state, hereby certify that John R. Hemphill, whose name as President of GREAT PLAINS TOWERS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this _____ day of _____, 2025.

_____
Official Signature of Notary
Notary's printed or typed name:_____
My Commission Number:_____

OFFICIAL SEAL

Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Block 2, of Sanford Addition to the City of Fargo, Cass County, North Dakota
AND
That part of the Southeast Quarter and Northeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows: Commencing at the northwest corner of Lot 1, Block 2 of Sanford Addition to the City of Fargo according to the recorded plat thereof, Cass County, North Dakota; thence South 88 degrees 27 minutes 01 second West, an assumed bearing along the north line of said Sanford Addition, 130.00 feet to the northwest corner of said Sanford Addition, the west line of 38th Street South and the point of beginning; thence South 01 degree 53 minutes 07 seconds East along the west line of 38th Street South, 401.04 feet to a tangent curve; thence continuing southwesterly along said west line, along a curve to the right, having a radius of 500.00 feet, through a central angle of 29 degrees 05 minutes 22 seconds, an arc length of 253.85 feet, and a long chord which bears South 12 degrees 39 minutes 35 seconds West, 251.14 feet; thence South 27 degrees 12 minutes 16 seconds West along said west line, 847.19 feet to the northeast corner of Lot 1, Block 1 of said Sanford Addition; thence South 87 degrees 55 minutes 33 seconds West on the north line of said Lot 1, a distance of 769.91 feet to the northwest corner of said Lot 1 and the west line of said Southeast Quarter; thence North 02 degrees 05 minutes 48 seconds West on said west line, 1,429.31 feet to the northwest corner of said Southeast Quarter; thence continuing North 02 degrees 05 minutes 48 seconds West on the west line of said Northeast Quarter 165.00 feet to a point 10 rods north of the south line of said Northeast Quarter; thence North 88 degrees 27 minutes 01 second East along a line parallel with the south line of said Northeast Quarter, 76.79 feet to the west line of MAPLEWOOD ESTATES ADDITION, according to the recorded plat thereof; thence South 01 degree 52 minutes 59 seconds East along the west line of last described plat, 563.70 feet; thence North 88 degrees 27 minutes 01 second East along the south line of said last described plat, 560.00 feet; thence South 01 degree 52 minutes 59 seconds East along the west line of said last described plat, 170.00 feet; thence North 88 degrees 27 minutes 01 second East along the south line of said last described plat, 105.00 feet; thence North 37 degrees 27 minutes 09 seconds East along the southeasterly line of said last described plat, 172.04 feet; thence North 88 degrees 27 minutes 01 second East along the south line of said last described plat, 180.00 feet; thence North 01 degree 52 minutes 59 seconds West along the east line of said last described plat, 400.00 feet; thence North 88 degrees 27 minutes 01 second East along the south line of said last described plat, 219.93 feet to the west line of said 38th Street South and the point of beginning.

EXHIBIT B
LEASED PREMISES



Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

EXHIBIT C
SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES

This Exhibit to be incorporated herein upon Tenant's completion of a survey of the Leased Premises, Easements, and Guy Easements, if applicable.

EXHIBIT D
PERMITTED EXCEPTIONS

(If none, so state.)

Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

EXHIBIT E
ADDITIONAL TERMS AND CONDITIONS

(If none, so state.)

Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

EXHIBIT F
MEMORANDUM OF AGREEMENT

Prepared by and return to:
GREAT PLAINS TOWERS, LLC
1305 North Louisville Ave.
Tulsa, Oklahoma 74115

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Memorandum**") is made effective as of the latter signature below (hereinafter "**Effective Date**") by and between PARK DISTRICT OF THE CITY OF FARGO, a North Dakota park district ("**Landlord**") with an address of 6100 38th St S, Fargo, ND 58104and GREAT PLAINS TOWERS, LLC, a Delaware limited liability company ("**Tenant**") with an address of 1305 North Louisville Avenue, Tulsa, Oklahoma 74115, and evidences that Landlord and Tenant made and entered into that Agreement dated as of _____, 2025 (hereinafter "**Agreement**"), which Agreement contains, among other things, the following terms.

1. **Description of Land and Leased Premises**. Landlord is the owner of that land and property located in the State of North Dakota, County of Cass, commonly referred to as 6100 38th Street South, Fargo, North Dakota 58104 more particularly described in Exhibit A (the **"Property"**). Pursuant to the Agreement, the Landlord granted to Tenant an option (the **"Option"**) to lease a portion of the Property containing approximately 3,600 square feet (60' x 60') (the "**Land**"), together with non-exclusive easements appurtenant thereto for ingress, egress and access, together with the right to install, operate, construct and maintain above and below ground electrical, telephone and fiberoptic lines, cables, conduit, poles and appurtenant and related equipment, all as more particularly set forth herein (the "**Easements**" and, collectively with the Land, hereinafter the "**Leased Premises**") described or depicted on the attached Exhibit B. The Option is for a term of two (2) years, commencing on the date of the Agreement, which may be further extended for one (1) additional period of two (2) years upon notice by Tenant to Landlord.

2. **Term**. If exercised by Tenant, the initial term ("**Initial Term**") of the Agreement is five (5) years beginning on the notice date set forth in the notice of the exercise of the Option by Tenant (the **"Commencement Date"**). The Agreement will automatically renew for seven (7) additional terms of five (5) years each (each an "**Extension Term**" and, together with the Initial Term, hereinafter the "**Term**"), unless the Agreement is terminated by Tenant in accordance with the terms thereof, or unless Tenant provides notice to Landlord of its election to not renew the Agreement on or before that date which is sixty (60) days prior to the expiration of the Initial Term or then current Extension Term.

3. **Subletting; Use**. Tenant has the right, at any time during the Initial Term or any Extension Term of the Agreement, to sublet or license all or any portion of the Leased Premises or permit any portion of the Leased Premises to be occupied or used by any other party or multiple parties, including subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services. Landlord agrees not to sell, lease or use any areas of the larger parcel upon which the Leased Premises is situated for (1) placement of other communications facilities (including communications

towers, antennas, and related equipment) nor (2) the construction of any other improvement if such installation or use would interfere with the facilities in use by Tenant.

4. **Right of First Refusal; Rental Stream Offer**.

(a) From and after the date of the Agreement through the expiration or termination of the Term (including all Extension Terms), Landlord has granted to Tenant a right of first refusal in connection with all requests, proposals or offers from any Offeror to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Leased Premises. Landlord shall provide Tenant written notice (the **"ROFR Notice"**) of its receipt of such a request, proposal or offer which Landlord desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Tenant shall have thirty (30) days to evaluate such request, proposal or offer and notify Landlord in writing (the **"Acceptance Notice"**) if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Tenant fails to provide Landlord with an Acceptance Notice within such thirty (30) day period, then Landlord may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within one hundred eighty (180) days of when Tenant notifies Landlord it does not intend to provide an Acceptance Notice (or, if no such notice is given, one hundred eighty (180) days after the expiration of the aforementioned thirty (30) day period), then Landlord shall not complete such transaction(s) without first providing Tenant an additional ROFR Notice pursuant to the terms of this Agreement, whereupon the foregoing provisions shall again apply. An "**Offeror**" is any person or entity that, directly or indirectly, owns or operates towers or communications facilities, or is in the business of acquiring, in whole or in part, fee title, tenancy rights, licensing rights, easement rights, contract rights, economic rights or any other type of right or interest in real property and/or leases in, under or around towers or communications facilities.

(b) If at any time after the date of the Agreement through the expiration or termination of the term, Landlord receives a bona fide written offer from an Offeror seeking an assignment or transfer of rent payments associated with the Agreement (**"Rental Stream Offer"**) which Landlord desires to accept, Landlord must furnish Tenant with a copy of the Rental Stream Offer. Tenant has the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such thirty (30) day period, Landlord may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement.

5. **Ratification of Agreement**. By this Memorandum, the parties intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and declare that the Leased Premises are subject to all of the applicable provisions of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

EXHIBIT ONLY – DO NOT SIGN

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 7 - Bridge Maintenance Agreement in relation to pedestrian bridges across the Red River

The City of Fargo, the City of Moorhead, Cass County, Clay County, and Fargo Park District have collaborated for many years to provide and maintain connections across the Red River. An existing agreement has historically guided the maintenance and operational responsibilities associated with the various bridge crossings and identified which entity was responsible for specific improvements and upkeep.

Over time, several changes and additions to the regional trail and bridge network have occurred. The North Broadway Bridge is no longer utilized as a connection point, and a new pedestrian bridge is planned in south Fargo. In addition, the previous agreement did not clearly define maintenance responsibilities for each bridge crossing. As a result, all participating entities have worked collaboratively to develop the attached updated agreement, which identifies each bridge individually and establishes clear responsibilities for ongoing maintenance and upkeep.

There are currently three pedestrian bridges spanning the Red River that connect the trail networks between Fargo and Moorhead. These crossings are located at Oak Grove Park, Dike East Park, and Lindenwood Park. A fourth pedestrian bridge is planned near 40th Avenue South, with the project starting later this fall and anticipated to be complete in 2027. This future crossing will provide a direct connection between Fargo and Bluestem Center for the Arts in Moorhead.

Included for reference are the proposed maintenance agreement and information from the City of Fargo of the planned Bluestem Bridge.

We are asking the Committee to review and move the consideration for approval to the full board.

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 * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman

Our Values: Be Authentic * Be Bold * Be Collaborative

BRIDGE MAINTENANCE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

   d. There are no current federal or state requirements to inspect pedestrian bridges. In the event federal or state requirements change, or if any party wishes to inspect the pedestrian bridges, the responsibility for the inspection will be as set forth in paragraph 7 below.

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

4. **General Maintenance**. General maintenance includes, but is not limited to, flushing of joints,

pavement markings, sweeping, and snow removal. General maintenance responsibilities will be as follows:

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

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

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

   i. Moorhead will be responsible for these activities on Bridge Nos. 14523 and 5270.
   ii. Fargo will be responsible for these activities on Bridge Nos. 14511 and 14539.

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

Agreement.

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

a. Moorhead will be responsible for:

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

b. Fargo will be responsible for:

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

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

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

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

a. Clay County will be responsible for:

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

maintenance or repair.

b. Fargo will be responsible for:

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

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

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

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

i. Moorhead will be responsible for:

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

ii. The Park District will be responsible for:

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

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

i. The Park District will be responsible for:

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

ii. Fargo will be responsible for:

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

iii. Moorhead will be responsible for:

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

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

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

e. Moorhead, Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the pedestrian bridges in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.

f. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute. If they cannot otherwise settle the dispute, the matter will be submitted to binding arbitration. Unless the parties can agree upon a single arbitrator, each party will select one arbitrator and the two so selected will select the third arbitrator. The decision of a majority of the arbitrators, or the single arbitrator chosen, will be conclusive and binding upon the parties.

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

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

year written notice to the other parties.

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

12. **Release and Waiver**. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other parties, their officers, employees, agents or designees relating to or arising out of that party's, its agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

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

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

If to Fargo:
City of Fargo
ATTN: City Auditor
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

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

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

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

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

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

16. **Entire Agreement**. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

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

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

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

20. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

21. **Governing Law**. This Agreement has been made and entered into under the laws of the State of

North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

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

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

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

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

(Remainder of page intentionally left blank.)

Dated this ___ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CITY OF MOORHEAD, MINNESOTA:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

PARK DISTRICT OF THE CITY OF FARGO:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CLAY COUNTY, MINNESOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

40th Avenue S Pedestrian Bridge



THE CITY OF Fargo FAR MORE

40th Ave S Bridge - Background

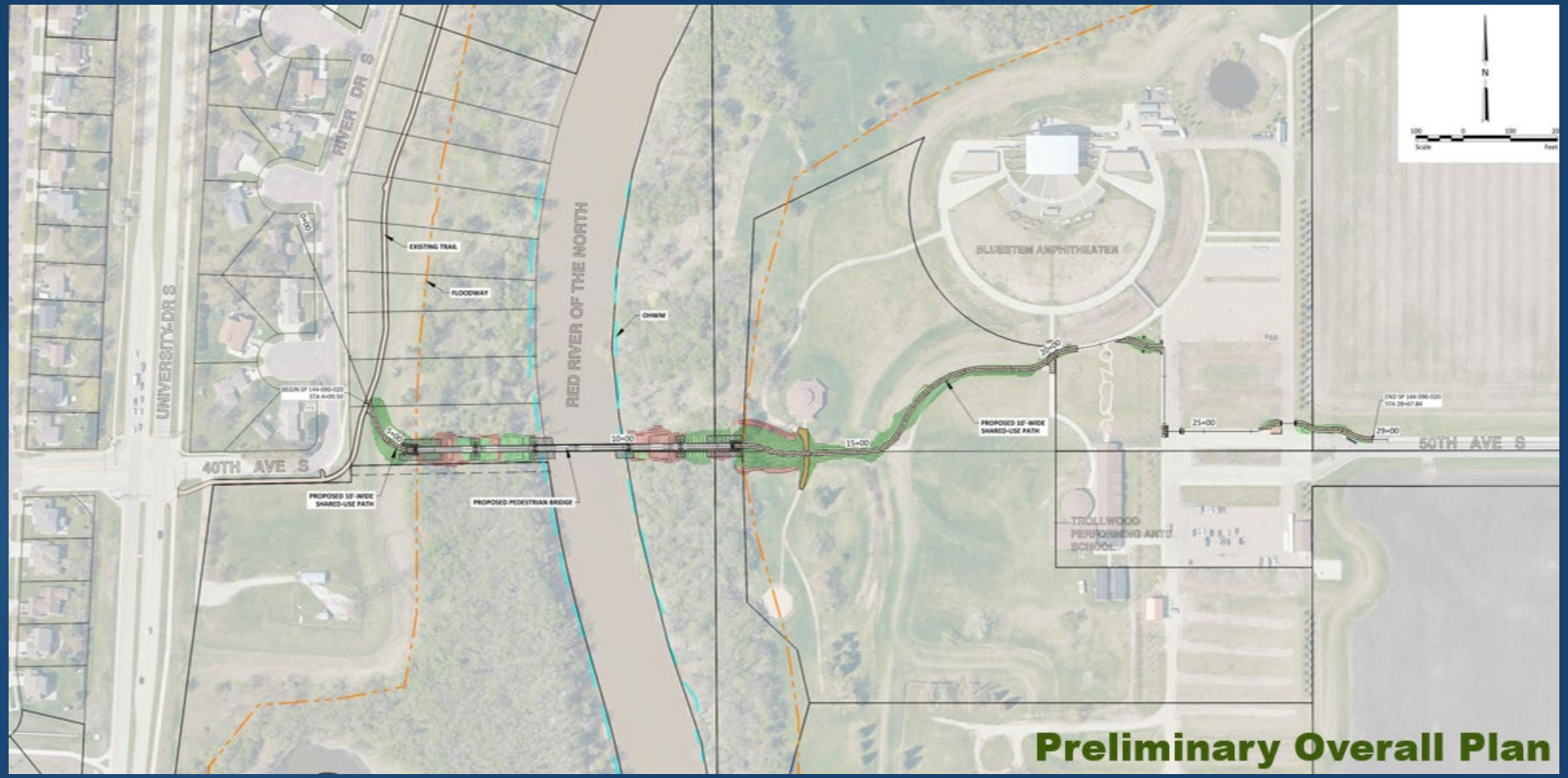
- Project was included in the Go2030 Comp Plan adopted in 2012
- Project was identified in the Ped/Bike Gap Study completed in 2019
- We began applying for Federal Aid in 2021
- Funding was secured by Moorhead in 2025





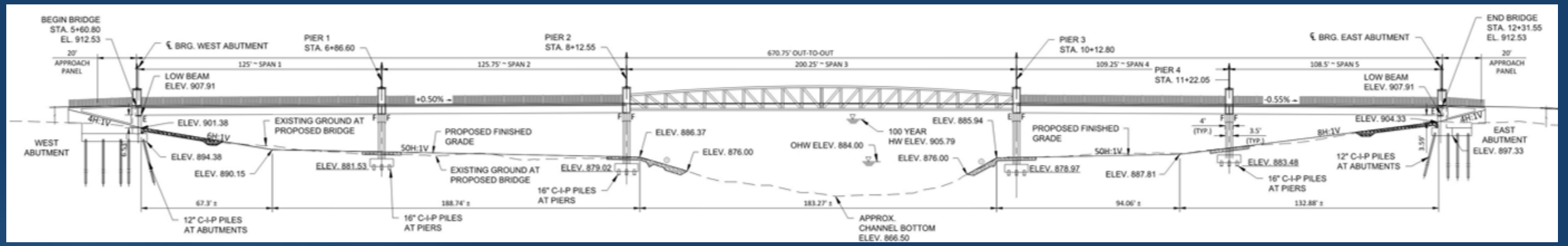
THE CITY OF Fargo FAR MORE

40th Ave S Bridge - Location



THE CITY OF Fargo FAR MORE

40th Ave S Bridge – Side View



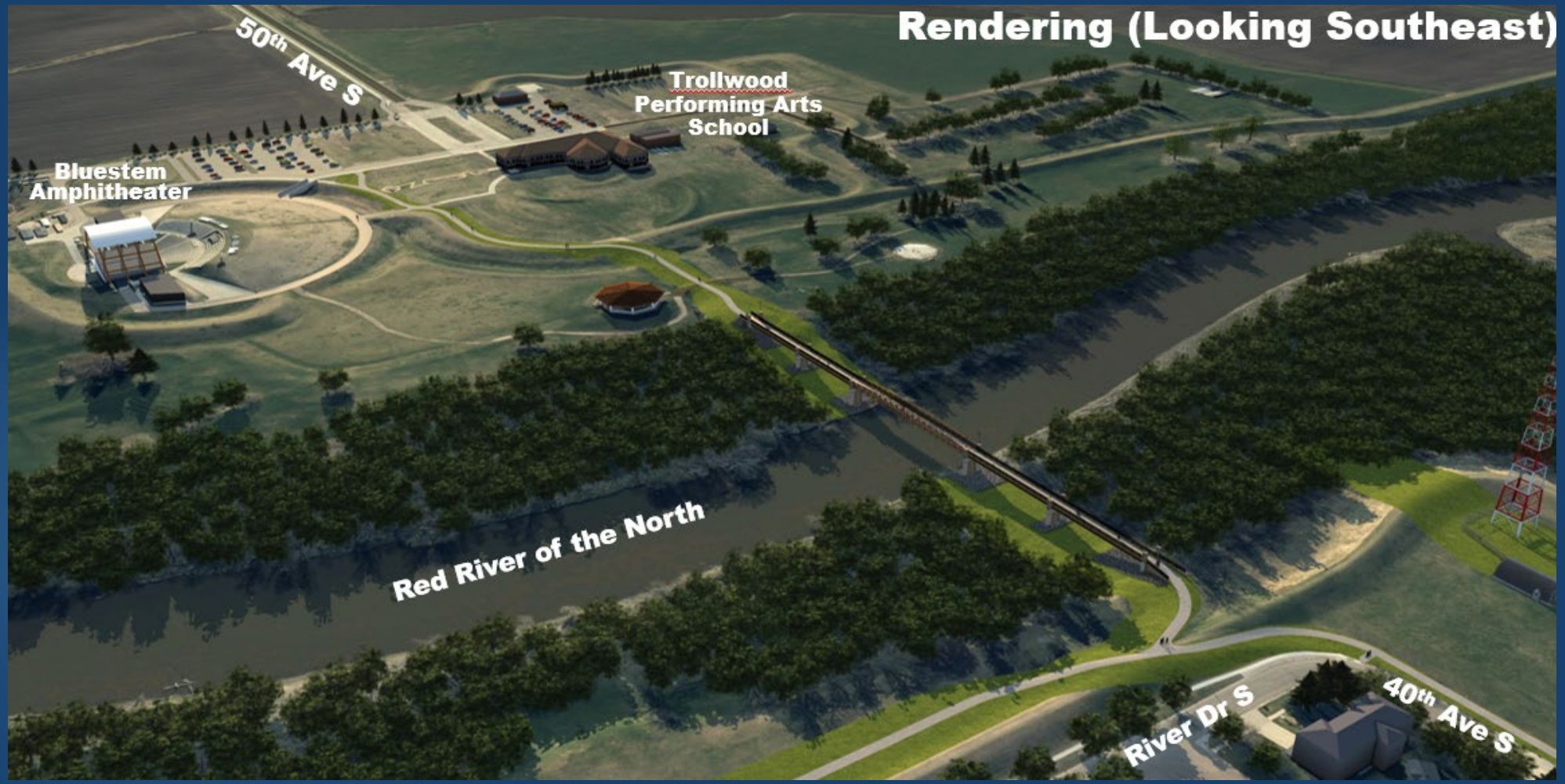
THE CITY OF Fargo FAR MORE

40th Ave S Bridge - Rendering



THE CITY OF Fargo FAR MORE

40th Ave S Bridge - Rendering



THE CITY OF Fargo FAR MORE

40th Ave S Bridge - Rendering



THE CITY OF Fargo FAR MORE

40th Ave S Bridge - Rendering



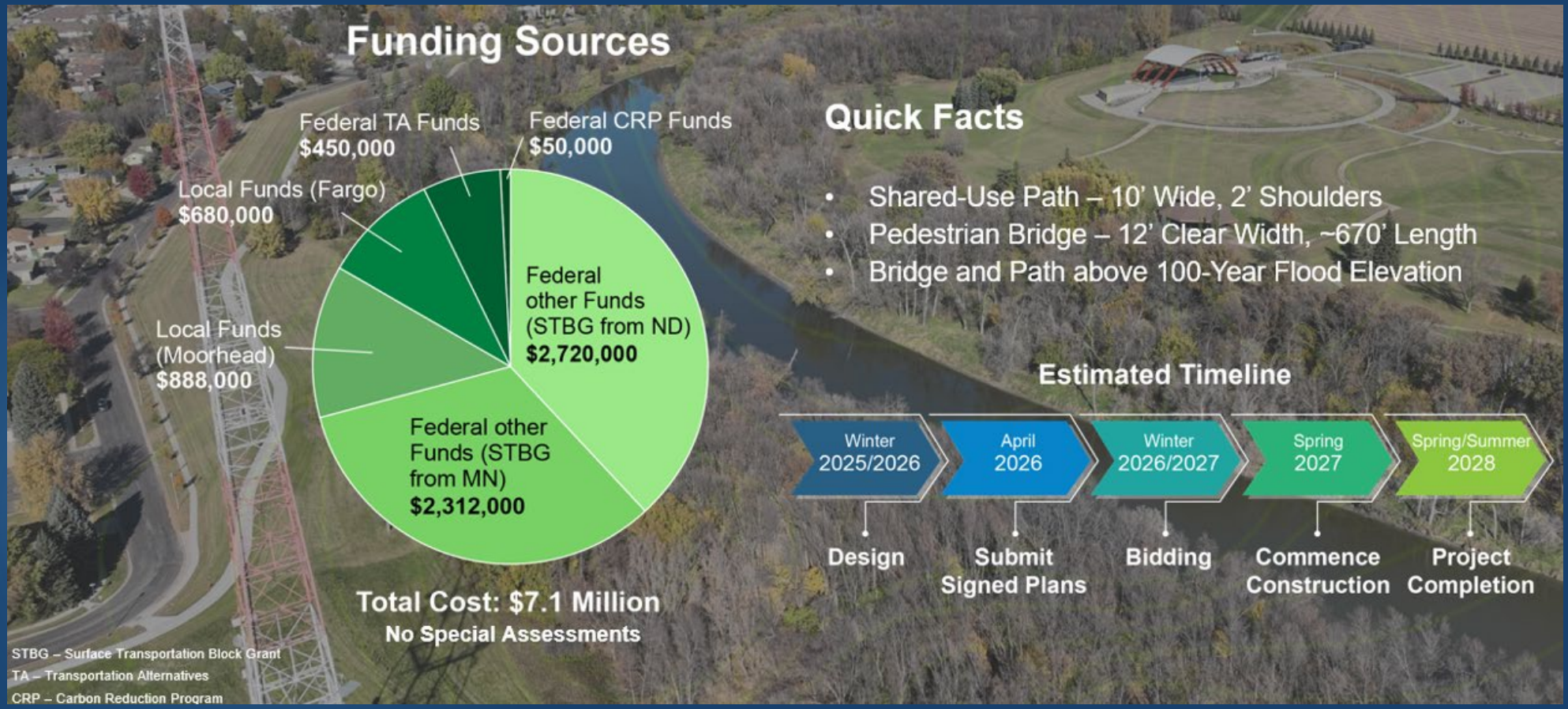
THE CITY OF Fargo
FAR MORE

40th Ave S Bridge - Similar Pedestrian Bridge in Grand Forks



THE CITY OF Fargo FAR MORE

40th Ave S Bridge – Project Funding & Schedule



THE CITY OF Fargo FAR MORE

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Broc Lietz, Director and Luke Evenson, Controller

RE: Agenda Item No. 8 - 2027 Budget Update

Staff has already begun preparing the 2027 budgets, and we want to share the overall goals, timeline, and related information.

We have attached the overall expectations, budget goals, and staff timeline for the 2027 Budget Process.

The important dates for the Board to be aware of regarding the budget are the following:

- July 22, 2026 - Draft of Preliminary Budget Presented, Planning Committee
- August 19, 2026 – Preliminary Budget Presented, Planning Committee
- September 8, 2026 – Budget Hearing, Board Meeting
- September 23, 2026 – Final Budget Presented, Planning Committee
- October 6, 2026 – Final Budget Presentation at Board 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 * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman

Our Values: Be Authentic * Be Bold * Be Collaborative



2027 Operating Budgeting Expectations

Greater Detail

Building on 2026, staff will still be asked to provide more detail in each line item/code.

Historical Spending

Each department is asked to budget for 2027 according to their historical spend, not on historical budgeted amount.

Needs Based Items

Should be included in 2027 request while being mindful of spending trend data.

Budget Requests

Should not be aspirational, but rather based on historical data.

2027 GOALS

- Balanced operating budget with initial goal of zero tax increase.
- Operational expense reduction where possible with specific detail of areas being reduced.
- No new full-time positions in 2027, unless there is evidence of a critical need.
- Comprehensive review of part-time/seasonal salaries to include total hours needed to achieve operational initiatives.

Fargo Park District

2027 BUDGET TIMELINE

All Departments | Finance | Executive + Finance

1
APRIL 23
Budget kickoff and release budgets to Departments

2
JUNE 17
2027 Fees presented at Planning Committee Meeting

3
JUNE 1-22
Finance to meet with all departments for questions, comments or help

4
JUNE 22
Departments to submit budgets to Directors

5
JULY 3
Departments to submit budgets to Finance, Finance will freeze

6
JULY 6-10
Executive & Finance to review, discuss changes and compile for Packet

7
JULY 10
Preliminary Budget Packet Due

8
JULY 13-24
Departments to revise, and compile Final Draft of Preliminary Budget

9
JULY 28
Directors to submit revised budgets with all changes for Preliminary Budget

10
AUGUST 6
Finance to send notice to Fargo Forum for Preliminary Budget and Budget Hearing

11
AUGUST 3 - 21
Departments to review preliminary budgets & send revisions to Finance

12
AUGUST 11 / 19
Finance to present Preliminiary Budget at Board or Planning Meeting

13
AUGUST 24
Directors to submit revised budgets with all changes for Final Budget

14
SEPTEMBER 8
Public Budget Hearing

15
OCTOBER 6
Present final budget at October Board meeting.

MEMORANDUM

DATE: May 27, 2026

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 8 - Discussion on Fee Structure for Fargo Residents in 2027

We have consistently heard from Fargo residents that the fees they pay for parks, programs and facilities should reflect their ongoing support of the park system through City of Fargo property taxes. Fee structures that recognize resident taxpayer support are a common practice among park and recreation systems nationwide. As demand for many Fargo Park District programs and facilities continues to grow, staff recommends establishing a fee structure for select offerings that includes a Fargo resident fee beginning in 2027.

Key Messages

- Fargo Park District provides parks, programs, facilities and amenities that serve Fargo residents and the broader region, including golf courses, outdoor pools, facility rentals and the Fargo Parks Sports Center.
- This approach helps maintain access for Fargo residents, especially for high-demand programs, facilities and services.
- Regional use contributes to increased demand and operational costs for the park system.
- The Fargo resident fee recognizes the property tax support Fargo residents already provide for parks, programs and facilities.
- This fee philosophy would not apply to all Park District offerings.
- Staff will evaluate the structure annually to determine whether additional services should include both a fee and a Fargo resident fee.

Core Strategy

This policy recognizes the ongoing investment made by Fargo property taxpayers by:

- Providing earlier access to select programs and services
- Establishing a Fargo resident fee for select offerings

Fargo Resident Definition

For purposes of this fee structure, a Fargo resident is someone who:

- Lives within City of Fargo or Fargo Park District boundaries
- Contributes to the park system through City of Fargo property taxes

Resident Fee and Priority Access

Staff reviewed all park district offerings to discuss resident fees and priority access.

Below is listed various offerings reviewed that Fargo residents could potentially be eligible for the resident fee and priority access opportunities, including:

- Resident fee for select offerings such as:
    - Individual programs
    - Facility rentals (shelters, campgrounds)
    - Season golf passes, greens fees, and range balls
    - Season pool passes
    - Fargo Parks Sports Center rentals (ice, courts, turf, community rooms)
    - Birthday party packages at the Sports Center
- Priority registration or earlier access for select offerings such as:
    - Programs
    - Golf tee times
    - High-demand facilities and services

Staff is recommending implementation of a fee structure that includes a fee and a Fargo resident fee for season passes for golf and pools. We will continue to collect data from all usage of park programs, facilities and services to help inform potential adjustments in the future. Staff also recommend priority registration or earlier access for Fargo residents for programs, golf tee times and high-demand facilities and services. This approach recognizes the property tax support Fargo residents provide, aligns with common practices nationwide and helps manage increasing demand and operational costs associated with serving a regional population.

The strategy focuses on recognizing the existing investment Fargo residents make through property taxes while maintaining public access to Park District services. Not all services would follow this fee model, and the structure would be reviewed annually to determine whether adjustments or additions are needed.

We are requesting that the Committee provide guidance to staff regarding implementation of a Fargo resident fee structure in 2027.

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

Thank you.