

THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY**, **JUNE 10**, **2025**, AT **5:30 P.M**. IN THE BOARD ROOM AT THE FARGO PARKS SPORTS CENTER AT 6100 38th STREET SOUTH, FARGO, WITH PRESIDENT AARON HILL, PRESIDING. **Please note**: This is an in-person event and streamed virtually. Members of the public and media can view the live meeting at <a href="https://www.fargoparks.com/news/park-board-meeting-june-agenda-2025">www.fargoparks.com/news/park-board-meeting-june-agenda-2025</a>

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

#### **Consent Agenda** – approve the following:

- a. Minutes 05/13/2025
- b. May Bills
- c. Consideration of Forestry Brush Chipper Bids Utilizing Emerald Ash Borer (EAB) Funds
- d. Governance Annual Work Plan Monitoring C/ED 3/Staff Accountability
- e. SB 2180 Public Comment Period Policy
- f. Consideration of Jack Williams Stadium-Infield Wall Stabilization Project Bids
- g. Consideration of Selkirk Development Memorandum of Understanding

#### Regular Agenda

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Broadway Square Block 9 Plaza Management Agreement; Susan Faus; presenter
- 4. 2026 Fees for:
  - a. 2026 Proposed Programs, Events, Facilities and Pools fees; Kevin Boe, presenter
  - b. 2026 Sports Center Recommendations; Kali Mork, presenter
  - c. Board to approve 2026 Courts Plus Community Fitness membership and additional fees; Kelly Kisell, presenter
  - d. Proposed Golf fees for 2026; Rocky Papachek, presenter
  - e. Valley Senior Services Proposed 2026 fees; Paul Grindeland, presenter
- 5. Governance Committee Update; Commissioner Hill, presenter
- 6. Adjourn

#### MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE FARGO PARK DISTRICT OF MAY 13, 2025

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, May 13, 2025, at 5:30 p.m. at the Fargo Park District office at 6100 38<sup>th</sup> Street South, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Aaron Hill, Joe Deutsch, Zoé Absey, and Vicki Dawson. Also present were: Susan Faus, Dave Bietz, Jane Gust, and attorney Jeff Gunkelman.

#### Approval of Agenda

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

#### **Approval of Consent Agenda**

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

- (a) The minutes the April 8 2025 meeting;
- (b) The April 2025 bills;
- (c) Approval to grant Park District staff permission to bid Beverage Concession and Vending; and Snack Food Vending;
- (d) Approval of Developers Agreement for Selkirk Development; and
- (e) Approval of bid to Century Fence Company in the amount of \$110,578.00 for Rose Creek Driving Range Net

Upon call of the roll, the motion passed unanimously.

#### **Public Comments**

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

#### **Director's Report**

Susan Faus presented this matter and provided an informational update to the Board on the respective departments. No action was taken on this matter.

#### Approval of Broadway Station Meal Site Lease – One Year Extension

Paul Grindeland and Jayne Gust presented to the Board on this matter. It was noted that the meal site lease for Broadway Station was set to expire on August 31, 2025. It was noted that the Park District met with the seniors who utilize the location. It was noted that the Park District staff believes that extending the lease for an additional year at the rate of approximately \$6,000/month, will allow the Park District to continue to have discussions with the seniors who utilize Broadway Station to reach a long term solution that works for all interested parties.

Commissioner Vicki Dawson moved and Commissioner Zoé Absey seconded a motion to approv
the extension of the Broadway Station meal site lease as presented to the Board. Upon call of the roll, the
motion passed unanimously.

At the	conclusion	of the	above	agenda	items,	a motion	to	adjourn	was	made	and	seconded	, and
upon unanimo	us consent t	he meet	ting ad	journed	at appi	roximately	y 5:4	45 p.m.					

Jeff Gunkelman, Kennelly Business Law, Clerk



#### **MEMORANDUM**

DATE: June 10, 2025

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (c) - Consideration of Forestry Brush Chipper

Bids Utilizing Emerald Ash Borer (EAB) Funds

Bids for the purchase of Forestry Equipment were received and opened on May 8, 2025, at 1:30 p.m. at the Park District North Maintenance Shop Office. Attached to this memo is the bid tabulation

We received bids from Trenchers Plus in the amount of \$74,324, RDO Equipment in the amount of \$77,563, and an additional bid from Trenchers Plus in the amount of \$89,214. Staff recommends accepting the highest bid from Trenchers Plus in the amount of \$89,214 due to this being the only bid that met the minimum specifications for this piece of equipment for material handling. Funds for this purchase of the brush chipper will come from the dedicated EAB Fund.

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

Thank you.

SAMPLE MOTION: I make a motion to accept the bid from Trenchers Plus in the amount of \$89,214 for the purchase of the Forestry Brush Chipper, as presented.

### **Fargo Park District**

**Purchase of Forestry Equipment** 

Bid Opening: 1:30 PM, Thursday, May 08, 2025

**North Shop Conference Room** 



		<b>Estimated Delivery</b>
<u>BIDDER</u>	BRUSH CHIPPER	<u>Date</u>
	\$74,324.00 (DID NOT	
TRENCHERS PLUS	MEET SPECIFICATIONS)	JULY 2025
	\$77,563.00 (DID NOT	
RDO EQUIPMENT	MEET SPECIFICATIONS)	AUGUST 2025
TRENCHERS PLUS	\$89,214.00	NOVEMBER 2025



#### **MEMORANDUM**

DATE: June 10, 2025

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Consent Agenda Item (d) – Review and Discuss Commissioner/

Executive Director (C/ED-3) - Staff Accountability

#### C/ED-3

The Executive Director is responsible for all day-to-day operations of the Fargo Park District. All staff shall report directly or indirectly to the Executive Director.

- 1. The Board will not give direction to any employee other than the Executive Director unless directed by the Executive Director.
- 2. The Board will not formally or informally evaluate any staff member other than the Executive Director.
- 3. Except as required by law, the Board will not participate in decisions or actions involving the hiring, evaluating, disciplining, or dismissing of any employee unless requested by the Executive Director.

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

Thank you.

SAMPLE MOTION: I move to approve the staff accountability policy, as presented.

#### FARGO PARK DISTRICT – 2025-26

April 23, 2025

RE:	C/ED-3 STAFF ACCOUNTABILITY				
FOCUS:	: Action				
Responding B	Soard members: Zoë Absey, Vicki Dawson, Joe Deutsch, Aaron Hill, Jerry Rostad				
Compliance," the	Board members will provide an individual assessment of compliance with the policy. If marked "Inadequate responding Board member will provide a short explanation of why the response was assessed using the ting" section. Suggestions for possible policy changes must be included in the section of each policy.				
C/ED - 3: Sta	ff Accountability				
	e Director is responsible for all day-to-day operations of the Fargo Park District. All staff rectly or indirectly to the Executive Director.				
Substantial compliance lnadequate Compliance	The Board will not give direction to any employee other than the Executive Director unless directed by the Executive Director.				
	2. The Board will not formally or informally evaluate any staff member other than the Executive Director.				
	3. Except as required by law, the Board will not participate in decisions or actions involving the hiring, evaluating, disciplining, or dismissing of any employee unless requested by the Executive Director.				
(C/ED-3) Please explain	your rating:				

Please use the area below to suggest possible policy changes for the Governance Committee to review. Proposed edits must be included below using strike throughs or word additions and be accompanied by

a rationale for the change:



#### MEMORANDUM

DATE: June 10, 2025

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Consent Agenda Item (e) – SB 2180 Public Comment Period Policy

The Governance Committee members reviewed the Public Comment Period Policy. This process has been used during the Park Board meetings but was not in written policy format.

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

Thank you.

SAMPLE MOTION: I make a motion to approve the Public Comment Period Policy as presented.



#### FARGO PARK DISTRICT – June 10, 2025

The Fargo Park District welcomes public comments and values community input as part of our commitment to transparent and responsive local government. To ensure that our parks and programs serve everyone effectively, we encourage respectful and relevant dialogue in all forums where public comments are accepted.

#### 1. Purpose

Public comments provide an opportunity for residents and stakeholders to share feedback, concerns, and suggestions related to Park District facilities, programs, services, and policies.

#### 2. Appropriate Forums

Public comments are accepted during:

- Park District board meetings
- Community surveys or forums

#### 3. Guidelines for Participation

To maintain a productive and respectful environment, participants must:

- Be respectful and civil Avoid offensive, obscene, or abusive language.
- Stay on topic Focus comments on park-related matters or agenda items.
- Refrain from personal attacks Address policies or services, not individuals.
- **Protect privacy** Do not share personal or sensitive information about others.
- **Avoid commercial promotion** No advertisements or solicitations.

#### 4. Time and Format (for Meetings)

- Each speaker is given up to 3 minutes to speak.
- Comments may be submitted in writing if preferred or if time is limited.
- Speakers who wish to address the Board need to contact the Fargo Park District office at (701) 499-6060 by noon on Monday before the Board meeting.
- Speakers need to sign in with name, address, phone and email address for the record.
- After the meeting is called to order, the consent agenda is approved, the Board President will recognize the audience for public comment.
- The Board President will read the guidelines for resident comments at the Park Board meeting.

#### 5. Moderation and Removal

- Comments violating these guidelines may be removed or disregarded.
- Repeated violations may result in restricted access to public comment forums.

#### 6. Public Record Notice

All comments submitted become part of the public record and may be subject to disclosure under the Illinois Freedom of Information Act or other applicable laws.



#### MEMORANDUM

DATE: June 10, 2025

TO: Fargo Park Board Committee Members

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (f) - Consideration of Jack Williams Stadium-Infield

Wall Stabilization Project Bids

Bids for the Jack Williams Stadium-Infield Wall Stabilization Project were received and opened on May 8, 2025, at 2:00 P.M. Attached to this memo is the bid tabulation and contractor bids.

Two bids were received for the Project: (1) Gast Construction Co., Inc. with a bid amount of \$223,800.00; and (2) L2 Contracting with a bid amount of \$224,881.00.

Upon review of the bids, staff recommends awarding the bid to Gast Construction in the amount of \$223,800.00. The bids met all specifications, is the lowest bid and within our project budget of \$225,000.

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

Thank you.

SAMPLE MOTION: I make a motion to approve the bid from Gast Construction Co. for the Jack Williams Stadium-Infield Wall Stabilization Project, as presented.



## Jack Williams Stadium-Infield Wall Stabilization Project

Bid Date: Thursday, May 8, 2025 @ 2:00 PM

Contractor	Addendum #1	Bid
Gast Construction L2 - Contracting	X	223,800
12 - Contracting	X	4224,881

#### **Bid Form**

#### PART 1 THE PROJECT AND THE PARTIES

- 1. TO:
  - a. The Park District of the City of Fargo
  - b. Attn: Tyler Kirchner, Project Manager
  - c. 6100 38th St S
  - d. Fargo, ND 58104
- 2. FOR:
  - a. Jack Williams Stadium-Infield Wall Stabilization Project
  - b. The Park District of the City of Fargo

#### 3. ADDENDA

a. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum #	Dated 4 30 25	_*
Addendum #	Dated	
Addendum #	_Dated	
Addendum #	Dated	4

- 4. DATE: 5 8 25 (BIDDER TO ENTER DATE)
- 5. SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name (70St CONSTRUCTION CO.)	Inc.
Address 3410 3940 St. S.	,,,,,
City, State, Zip	
Fargo, ND 58104	

BID SCHEDULE: Jack Williams Stadium-Infield Wall Stabilization Project

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form. See the attached form following this section.



## Jack Williams Stadium-Infield Wall Stabilization Project

Bid Date: Thursday, May 8, 2025 @ 2:00 PM

Bid Item	Description	Quantity	Units	Unit Cost	Total
1	Remove and Replace Existing Wall Pads	1	LS	\$5,000	\$5,000
2	Wall Reinforcing, 30" of Bleacher Concrete Work, & Incidentals	1	LS	\$170,800	\$170,800
3	Remaining Bleacher Concrete Work & Incidentals	1	LS	\$48,000	\$48,000
	Jack Williams Stadium Project Total			\$ 223,	800

· flelical Piers figured to 28, \$50 per foot if more length is needed

. No credit if length is under 28' A

· Excludes testing A

# State of North Dakota SECRETARY OF STATE



#### **CONTRACTOR LICENSE**

NO: 961 CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **GAST CONSTRUCTION COMPANY, INC.** whose address is in WAHPETON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**GAST CONSTRUCTION COMPANY, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 20, 2025

Michael Howe

Secretary of State

Michael House

#### **Bid Form**

#### PART 1 THE PROJECT AND THE PARTIES

- 1. TO:
  - a. The Park District of the City of Fargo
  - b. Attn: Tyler Kirchner, Project Manager
  - c. 6100 38th St S
  - d. Fargo, ND 58104
- 2. FOR:
  - a. Jack Williams Stadium-Infield Wall Stabilization Project
  - b. The Park District of the City of Fargo

#### 3. ADDENDA

a. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum #\	Dated 04 30 2025
Addendum#	Dated
Addendum #	Dated
Addendum #	Dated

- 4. DATE: <u>05/08/2015</u> (BIDDER TO ENTER DATE)
- 5. SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name	
L2 Contracting	
Address	
5002 19th Avenue N. Suite B	
City, State, Zip	
Fargo, ND 58/02	
<b>\( \)</b>	

BID SCHEDULE: Jack Williams Stadium-Infield Wall Stabilization Project

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form. See the attached form following this section.



## Jack Williams Stadium-Infield Wall Stabilization Project

Bid Date: Thursday, May 8, 2025 @ 2:00 PM

Bid Item	Description	Quantity	Units	Unit Cost	Total
1	Remove and Replace Existing Wall	1	LS		
	Pads			3,514 <sup>2</sup>	3514®
2	Wall Reinforcing, 30" of Bleacher	1	LS	,	,
	Concrete Work, & Incidentals			146,153 <sup>5</sup>	146,15300
3	Remaining Bleacher Concrete Work	1	LS		,
	& Incidentals			75,2149	75,214 <sup>9</sup>
	Jack Williams Sta	dium Projec	t Total	224	

Note: Tie Backs are bid to 28' per.

If need to drill further than 28' to reach 20 kip load, Will be \$5000 per foot thereafter.

# State of North Dakota SECRETARY OF STATE



#### **CONTRACTOR LICENSE**

NO: 38666 CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **MONSTERS CONTRACTING**, **INC**. whose address is in FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**MONSTERS CONTRACTING, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 18, 2025

Michael Howe Secretary of State

Michael House

The North Dakota Secretary of State verifies that:

#### MONSTERS CONTRACTING, INC.

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2026 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 38666



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

DATE: June 10, 2025

TO: Fargo Park Board Committee Members

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (g) - Consideration of Selkirk Development

Memorandum of Understanding

The Park District and City of Fargo plan to enter a Memorandum of Understanding (MOU) for construction and maintenance of Selkirk Development or Clay Hector Park.

While planning the park, the Developer, Parks Staff, and City Staff began collaborating on design, construction, and maintenance responsibilities for the park. This MOU outlines each entity's responsibilities.

The Park District will work collaboratively with the City and Developer to design the park. The City will develop plans and construct infrastructure items outlined in the MOU. The Park District will develop plans and construct the park amenities outlined in the MOU.

The city will maintain the stormwater facilities as outlined in the MOU. The Park District will maintain all other amenities within the park as outlined in the MOU.

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

Thank you.

SAMPLE MOTION: I make a motion to approve the Memorandum of Understanding for construction and maintenance of Selkirk Development or Clay Hector Park as presented.

## MEMORANDUM OF UNDERSTANDING STORM WATER POND AND PARK FACILITIES

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

- WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and
- WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and
- **WHEREAS**, City and Park District desire to have shared facilities to support the Selkirk Place Additions, now existing and as developed in the future; and
- WHEREAS, City desires to expand an existing storm water retention pond constructed on a portion of real property owned by the Park District within Selkirk Place Third Addition; and
- WHEREAS, Park District desires to have shared use paths installed along with other improvements, including but not limited to native grasses, nature trails, and playground equipment, within Selkirk Place Third Addition and future Selkirk Place Additions; and
- **WHEREAS**, City and Park District now wish to memorialize certain terms, conditions, and understanding with respect to the storm water retention pond and planned park facilities/amenities within the Selkirk Place Additions; and
- **NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:
- 1. Ownership. City owns Lot 12, Block 1 of Selkirk Place First Addition, which was dedicated to City as part of the platting of Selkirk Place First Addition. City has constructed an existing storm water retention pond on Lot 12, Block 1 of Selkirk Place First Addition (the "Selkirk First Existing Pond"). City shall retain ownership of the Selkirk First Existing Pond and Lot 12, Block 1 of Selkirk Place First Addition at all times, without regard to maintenance responsibilities. The Parties understand and agree that the primary use of the Selkirk First Existing Pond and Lot 12, Block 1 of Selkirk Place First Addition is for storm water retention and detention, and such purpose shall not be impaired or impeded by any provisions herein.
- 2. <u>Dedication to Park District</u>. As part of the platting of Selkirk Place Third Addition, the Developer is dedicating Lot 11, Block 5 ("**Park Property**") to the Park District. On the northern side of the Park Property, there is an existing easement dedicated to the City for a storm water pond and lift station (Document No. 1650822). The City currently has a storm water retention pond located upon the Park Property (the "**Selkirk Third Existing Pond**").

- 3. Expansion of Selkirk Third Existing Pond and Other Facilities. Developer has submitted to City a master storm water plan for the entirety of Selkirk Place, both existing and future additions. The master storm water plan demonstrates the necessity for expansion of storm water facilities onto the Park Property. To support the Selkirk Place Third Addition and future Selkirk Place Additions, the Selkirk Third Existing Pond must be expanded, and additional storm water facilities must be constructed. The Developer's overall plan concept is attached hereto as Exhibit A.
- 4. <u>Grant of Easement and Access.</u> Park District hereby agrees it will grant unto City an additional easement for the expanded storm water facilities, including but not limited to expansion of the Selkirk Third Existing Pond onto the Park Property, construction of a storm water channel, and construction of storm sewer utilities on the Park Property. Park District shall grant unto City the necessary access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City
- 5. Storm Water Facilities Construction and Maintenance. City shall be solely responsible for the construction necessary to expand the Selkirk Third Existing Pond, construction of the storm water channel, construction of the storm sewer utilities, and site grading on the Park Property, and all necessary appurtenances thereto, including installation of storm water pipe and structures. City shall be responsible for future maintenance of the Selkirk First Existing Pond and the Selkirk Third Existing Pond (as expanded), including removal of sediment within the pond, erosion repair, storm sewer maintenance, and/or replacement and other maintenance deemed necessary by City, in its sole discretion. City shall not be responsible for repairing or correcting erosion or bank sloughing which City deems insignificant or unnecessary to repair, nor repairing or maintaining any Park District improvements made within the easement area of the Park Property. The Parties agree that Park District, in its discretion, may repair or correct erosion or bank sloughing of the Selkirk Third Existing Pond which City deems insignificant or unnecessary to repair and that, if Park District undertakes such repairs or corrective work, it shall be at the sole cost and expense of Park District.
- 6. Shared Use Paths. Park District desires to have shared use paths installed from 64th Avenue South to the south end of Lot 11, Block 5 of Selkirk Place Third Addition. Developer has requested City to install the concrete shared use paths including the pond crossing, and City is willing to undertake such construction and installation as part of the infrastructure project to support Selkirk Place Third Addition. Park District has requested, and the Parties hereby agree, that the costs of construction and installation of the shared use paths will be specially assessed to the properties within the Selkirk Place Third Addition, in accordance with the City's Infrastructure Funding Policy in effect at the time of such construction. More specifically, the shared use paths will be constructed by City and located on the following lots:
  - Lots 12 and 13, Block 1 of Selkirk Place First Addition, which are owned by the City;
  - Lot 14, Block 1 of Selkirk Place First Addition, which is owned by Southeast Cass Water Resource District; and
  - Lot 11, Block 5 of Selkirk Place Third Addition, which will be owned by the Park District.

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

- 7. Other Park District Improvements. Park District intends to complete, at its discretion, other improvements and amenities to its property located within the Selkirk Place Additions, including planting native grasses, creating nature trails, park shelter, installing playground equipment, and concrete playground border. Park District hereby agrees that the installation and completion of the other improvements and amenities shall not impact the storm water capacity, the channel, the ponds, or the storm sewers within Selkirk Place Additions. City shall not be responsible for the maintenance, repair, or upkeep of any of the Park District's improvements or amenities within the Selkirk Place Additions, existing or future, other than as specified in paragraph 5 above.
- 8. Park District General Maintenance. Park District shall be responsible for any and all maintenance not specifically designated to the City in paragraph 5 above, including but not limited to vegetation establishment, grass mowing, weed treatment, tree trimming, tree planting, pavement repairs, maintenance, and reconstruction, snow and debris removal, and playground and equipment maintenance. Park District understands and agrees that it may not construct any improvements or amenities which interfere in any way with the Selkirk First Existing Pond or Selkirk Third Existing Pond (as expanded), channel, or storm sewer utilities. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond levels, without prior written consent of City.
- 9. <u>Signage and Lighting</u>. The Parties agree that City shall be responsible for signage pertaining to the storm water retention ponds within Selkirk Place Additions. At its discretion, with City approval, Park District may place additional signage and lighting on Lot 11, Block 5 of Selkirk Place Third Addition as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the signage and lighting will not be impacted by the varying levels of the Selkirk Third Existing Pond following a large rain event.
- 10. <u>Insurance</u>. Both Parties shall secure and be responsible for the necessary insurance for their respective proposed uses and rights under this Agreement.

#### 11. Dispute Resolution.

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

will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

12. Extension of Agreement and Term. The Parties hereby expressly agree that, upon the Parties entering into a written addendum signed by both Parties, the terms and obligations of this Agreement may be extended to any future storm water retention ponds and related appurtenances, and future shared use paths and appurtenances as may be constructed or installed within future additions of the Selkirk Place Additions in accordance with the Developer's master plan, including construction and maintenance responsibilities.

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

- 13. Release and Waiver. In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.
- 14. <u>Notice</u>. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

#### If to Fargo:

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

If to the Park District:

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

#### Fargo, ND 58104

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

- 15. <u>Time of the Essence</u>. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.
- 16. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the Parties' rights, duties and obligations under prior agreements/easements related to the floodwall, storm sewer construction and operation, and maintenance of the floodwall and storm sewer.
- 17. <u>Amendments</u>. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
- 18. <u>No Forbearance</u>. 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. <u>Remedies</u>. 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. <u>Binding Effect</u>. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.
- 21. <u>Governing Law.</u> This Agreement has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.
- 212. <u>Rules of Construction</u>. 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.

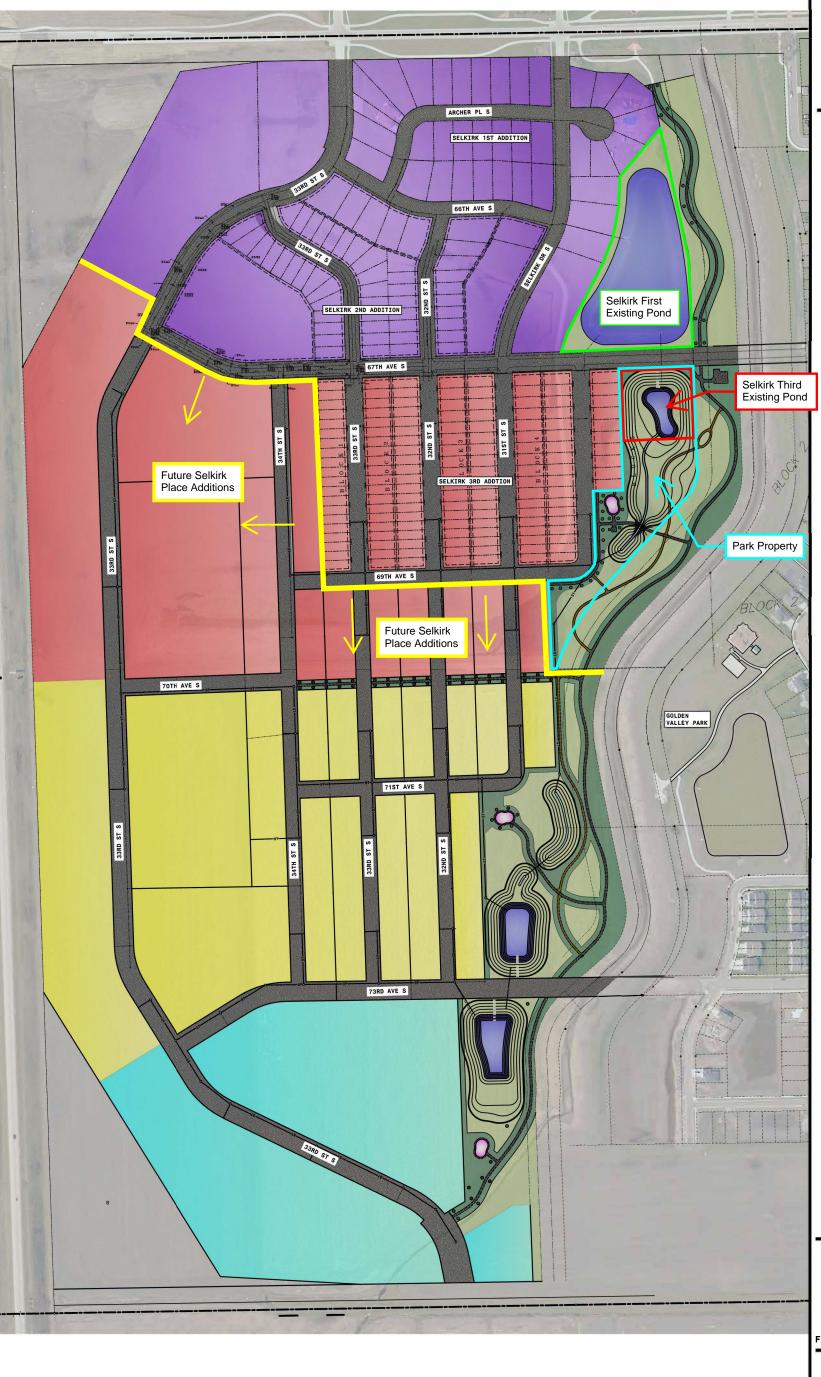
- 23. <u>Representation</u>. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
- 24. <u>Headings</u>. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this day of	, 2025.
	CITY OF FARGO, NORTH DAKOTA, a municipal corporation
ATTEST:	By: Dr. Timothy J. Mahoney, M.D., Mayor
Steve Sprague, City Auditor	

Dated this	day of	_, 2025.	
			Park District of the City of Fargo
			By:
			Its:
ATTEST:			
	, Clerk		

#### EXHIBIT "A"



LEGEND:

0 100 200 400 SCALE: 1 INCH = 200 FEET NATIVE PRAIRIE GRASS MIX

NATIVE PLAYGROUND/PEDESTRIAN AREAS

FESCUE GRASS MIX

WET DETENTION POND

NATIVE TRAILS

503 7TH ST. N , SUITE 200 FARGO, ND 58102 PHONE: 701.478.6336 FAX: 701.478.6340

SELKIRK & KICK ADDITION PARK

EAGLE RIDGE DEVELOPMENT

FARGO, NORTH DAKOTA



MBN JOB #: <u>24-118</u>

PLAN

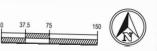
MASTER

DATE: 3-14-25

C1.0









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

DATE: June 10, 2025

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 3 – Broadway Square Block 9 Plaza Management

Agreement

This Management Agreement is between Block 9 Partners, The Downtown Community Partnership (DCP) and the Fargo Park District.

#### Summary of the Agreement:

- This Agreement shall be for a term of one hundred and twenty four (124) months commencing as of January 1, 2025, and terminating on May 1, 2035.
- During the Term, the DCP and the Park District shall jointly manage the Plaza, with the DCP serving as the primary manager during the summer months (defined as April 1-October 31) and the Park District assuming primary management during the winter months (defined as November 1st -March 30).
- DCP shall be responsible for programming and events during the Summer Season (defined as April through October). DCP will be allowed to utilize a private entity to assist in managing summer events at the Plaza.
- The Park District shall be responsible for programming and events during the Winter Season (defined as November 1 through March 30). The Park District shall own the Ice Rink Equipment and maintain or replace equipment as necessary (Ice Rink Equipment is defined as the compressor, trailer, ice rink coils, and boards). Owner shall assign ownership of the ice rink equipment to the Park District at the time of execution this Agreement. At the end of the term or if terminated sooner, the Park District shall transfer ownership of the Ice Rink Equipment to Owner. If during the term of this Agreement, the Park District requires the purchasing of replacement Ice Rink Equipment, at the end of the term (or if terminated sooner) Owner shall purchase the replacement Ice Rink Equipment from the Park District as depreciated based on the estimated useful life of the replacement Ice Rink Equipment on a straight-line depreciation basis.
- The Park District shall control the social media accounts associated with the Plaza. DCP will be responsible to contract or provide for and cause the marketing and sale of services and products available at the Plaza for the summer season. The Park District and DCP shall coordinate efforts for the Park District to promote the DCP's summer season activities on social media and website accounts

associated with the Plaza. The Park District will be responsible to contract or provide for and cause the marketing and sale of services and products available to the Plaza for the Winter Season.

- All future signage created for the purpose of recognizing Broadway Square, outside of sponsorships and specific event signage, shall recognize the Fargo Park District, the Block 9 Partners, the Downtown Community Partnership, and the City of Fargo.
- At the end of the term, The Park District shall assist in the transfer of ownership of the social media accounts associated with the Plaza as directed by Owner.
- The DCP shall be responsible for the daily cleaning and maintenance of the Plaza during the Summer Season, including litter patrol, garbage receptacle service, and biohazard monitoring and cleanup. DCP shall also oversee the routine and non-routine maintenance of seasonal summer features and amenities, excluding the splash pad and other permanent infrastructure such as the stage and the turf.
- The Fargo Park District shall be responsible for the daily cleaning, maintenance, and operation of all Plaza features and amenities during the Winter Season, including the ice rink, rink boards, concessions, and restroom facilities.
- The Park District shall also be solely responsible for the seasonal winterization and routine maintenance of the splash pad and its components.
- A Governance Committee is established to oversee the management and strategic direction of the Plaza. The Governance Committee shall include long-term capital planning and infrastructure replacement as a regular agenda item. The Committee will review existing and anticipated capital needs, replacement timelines, and available funding sources—including the Owner's Capital Expenditure Fund, potential grants or cost-sharing strategies. These discussions shall inform annual and multi-year planning efforts and help ensure alignment among all parties.
  - The Committee shall be comprised of the following members:
    - One (1) designee DCP
    - One (1) designee from the Fargo Park District
    - One (1) designee from the Block 9 Partners, LLC
    - One (1) designee from the City of Fargo

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

Thank you.

SAMPLE MOTION: I move to approve the management agreement between Block 9 Partners, The Downtown Community Partnership, and Fargo Park District, as presented.

#### BLOCK 9 PLAZA MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement"), is made and entered into as of June \_\_\_\_\_, 2025 (the "Effective Date"), between BLOCK 9 PARTNERS, LLC, a North Dakota limited liability company, whose post office address is 210 Broadway N., Ste 300, Fargo, North Dakota ("Owner"), THE PARK DISTRICT OF THE CITY OF FARGO, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose post office address is 6100 38<sup>th</sup> St. S., Fargo, ND (the "Park District"), and THE DOWNTOWN COMMUNITY PARTNERSHIP, a North Dakota non-profit corporation, whose post office address is 118 Broadway N., Ste 207, Fargo, North Dakota ("DCP").

#### **Recitals**

- A. Owner owns the property identified on the attached Exhibit "A" including the real estate and any personal property, buildings, or improvements and fixtures located thereon (collectively, the "Plaza").
- B. The DCP is a nonprofit corporation which serves the community by being an advocate and community partner focused on economic growth, vibrancy, and advocacy of the downtown area in Fargo. DCP has the personnel and knowledge necessary to fulfill its various obligations set forth below in regard to the Plaza.
- C. The Park District has the personnel and knowledge necessary to fulfill its various obligations set forth below in regard to the Plaza. This partnership leverages the Park District's expertise in managing vibrant, inclusive public spaces that foster community engagement and promotes an active, healthy community.
- D. The Owner, DCP, Park District, and the community desire to benefit from the experiences and services of DCP and the Park District upon the terms outlined in this Agreement, and the DCP and the Park District are willing to accept such responsibilities on the terms set forth in this Agreement.

#### FOR VALUABLE CONSIDERATION, the parties agree as follows:

- 1. <u>Grant.</u> Owner grants to the DCP and Park District the exclusive right to manage the Plaza in accordance with the terms of this Agreement during the Term set forth in Section 4 below.
- 2. <u>Facilities</u>. Owner acknowledges that it will provide access to and use of the following facilities by DCP and the Park District during the Term of this Agreement (collectively, the "Management Facilities"): (a) a storage area of approximately 1,100 sq ft located within the basement area of the multi-story parking ramp adjacent to the Plaza, for the storage of DCP's and the Park District's property and the storage of Owner's property that will be

used by the DCP or Park District on the Plaza and (b) a small office space for use of DCP or Park District personnel and regulatory compliant public restroom facilities for use in connection with operation of the Plaza together having a total footprint of approximately 1,000 sq ft and located within the ground level of the 18-story building now known as the RDO Tower adjacent to the Plaza. The Park District and DCP shall not be charged rent for these facilities during the Term of this Agreement.

- 3. <u>Term.</u> This Agreement shall before a term (the "Term") of one hundred twenty-four (124) months commencing as of January 1, 2025, and terminating on May 1, 2035.
- 4. <u>Duties of Park District and DCP.</u> During the Term and subject to the terms of this Agreement, the DCP and the Park District shall jointly manage the Plaza, with the DCP serving as the primary manager during the summer months (defined as April 1-October 31) and the Park District assuming primary management during the winter months (defined as November 1<sup>st</sup> -March 30) and are hereby authorized and directed by the Owner to supervise and direct the general operations of the Plaza and operate it efficiently and with proper economy and to do all of the following functions:
  - a. <u>DCP Management and Summer Programming</u>. DCP shall be responsible for programming and events during the Summer Season (defined as approximately April through October). DCP shall be allowed to utilize a private entity to assist in managing summer events at the Plaza.
    - The Park District shall be provided up to four days of programming during the summer to hold Park District-hosted events. These dates shall be coordinated with the DCP.
  - b. Park District management and Winter Responsibilities. The Park District shall be responsible for programming and events during the Winter Season (defined as November 1 through March 30). The Park District shall own the Ice Rink Equipment and maintain or replace equipment as necessary (Ice Rink Equipment is defined as the compressor, trailer, ice rink coils, and boards). Owner shall assign ownership of the ice rink equipment to the Park District at the time of execution this Agreement. At the end of the term or if terminated sooner, the Park District shall transfer ownership of the Ice Rink Equipment to Owner. If during the term of this Agreement, the Park District requires the purchasing of replacement Ice Rink Equipment, at the end of the term (or if terminated sooner) Owner shall purchase the replacement Ice Rink Equipment from the Park District as depreciated based on the estimated useful life of the replacement Ice Rink Equipment on a straight line depreciation basis.

The DCP shall be provided up to four days of programming during the winter to hold DCP-hosted events. These dates shall be coordinated with the Park District, but will be inclusive of the first Saturday in December to coincide with the Holiday Lights Parade.

The Park District shall maintain and operate the ice rink consistent with what has been done in prior years at the Plaza during the Winter Season, including operation of the ice rink with the chiller system and Zamboni to regularly resurface the ice and with the understanding that the rink will not be operated as a natural ice rink. The Park District shall install the rink at the start of the season and remove the rink at the end of the season. The Park District shall store the equipment during the remainder of the year. The Park District shall operate and staff the renting of skates and concessions, and maintain the restrooms during the winter season. The Park District shall be responsible for all snow removal from the Plaza during the winter season.

The Park District shall recognize RDO and Kilbourne Group (as Block 9 Partners) on the Boards of the hockey rinks. The respective companies shall bear the costs of the manufacturing and installing the signs on the boards but shall not pay any advertising fees during the therm.

- c. <u>Staffing</u>. The Park District and DCP are each responsible for hiring their own employees as necessary to fulfill their obligations under this Agreement. All benefits that may accrue to an employee of the Park District or DCP shall be the solely responsibility of the employing entity.
- d. <u>Promotion</u>. During this term, The Park District shall control the social media accounts associated with the Plaza. DCP will be responsible to contract or provide for and cause the marketing and sale of services and products available at the Plaza for the summer season. The Park District and DCP shall coordinate efforts for the Park District to promote the DCP's summer season activities on social media and website accounts associated with the Plaza. The Park District will be responsible to contract or provide for and cause the marketing and sale of services and products available to the Plaza for the Winter Season.

All future signage created for the purpose of recognizing Broadway Square, outside of sponsorships and specific event signage, shall recognize the Fargo Park District, the Block 9 Partners, the Downtown Community Partnership, and the City of Fargo.

At the end of the term, The Park District shall assist in the transfer of ownership of the social media accounts associated with the Plaza as directed by Owner.

- e. <u>Visitor and Pedestrian Tracking</u>. DCP shall be responsible for year-round visitor and pedestrian tracking at the Plaza.
- f. Maintenance, Repair, and Capital Responsibilities
  - i. <u>Daily Maintenance and Seasonal Responsibilities</u> The Downtown Community Partnership (DCP) shall be responsible for the daily cleaning and maintenance

of the Plaza during the Summer Season, including but not limited to litter patrol, garbage receptacle service, and biohazard monitoring and cleanup. DCP may contract with the Downtown Fargo Business Improvement District (BID) to fulfill these services. DCP shall also oversee the routine and non-routine maintenance of seasonal summer features and amenities, excluding the splash pad and other permanent infrastructure such as the stage and the turf.

The Fargo Park District (the "Park District") shall be responsible for the daily cleaning, maintenance, and operation of all Plaza features and amenities during the Winter Season, including the ice rink, rink boards, concessions, and restroom facilities.

The Park District shall also be solely responsible for the seasonal winterization and routine maintenance of the splash pad and its components.

ii. <u>Infrastructure and Capital Replacement</u>. Neither the DCP nor the Park District shall bear responsibility for the maintenance, repair, or replacement of the Plaza's permanent infrastructure, including but not limited to the stage, artificial turf, concrete, and utility lines. These responsibilities shall be the sole obligation of the Owner.

However, the Owner's annual contribution to a Capital Expenditure Fund will support long-term capital replacement costs for summer-season infrastructure such as the stage, turf and the splash pad (exclusive of routine maintenance of the splash pad). Distribution of these funds shall be subject to the approval of the Owner, upon written request from DCP and/or the Park District. Any expense related to the splash pad that exceeds \$5,000.00 shall be considered non-routine maintenance and shall be the responsibility of Owner.

The Park District shall be solely responsible for planning and funding capital replacement of infrastructure used exclusively during the Winter Season, consistent with its operational use. This includes but is not limited to the ice rink boards, compressors, chiller systems,

iii. Governance and Capital Planning. The Governance Committee, established under this Agreement, shall include long-term capital planning and infrastructure replacement as a regular agenda item. The Committee will review existing and anticipated capital needs, replacement timelines, and available funding sources—including the Owner's Capital Expenditure Fund and potential grants or cost-sharing strategies. These discussions shall inform annual and multi-year planning efforts and help ensure alignment among all parties.

- iv. General Maintenance Standards. DCP and the Park District agree to manage and maintain the Plaza with the same degree of care and attention that each applies to their respective properties. As needed, and for specific or technical maintenance tasks beyond internal capacity, either party may engage qualified professional subcontractors. Coordination between DCP, the Park District, and the Owner will occur regularly to evaluate maintenance quality, address emerging issues, and ensure the Plaza remains a welcoming, functional, and high-quality public space.
- g. <u>Insurance</u>. The nature and extent of insurance coverage required shall be delineated in Exhibit "B" provisions. All insurance policies required shall name Owner as additional insured. The DCP and Park District shall maintain insurance coverage during the entirety of the term of this Agreement and shall list all parties as other interested parties.
- h. <u>Utilities</u>. The DCP and Park District shall contract for any and all electricity, natural gas, water, rubbish, and such other utilities or services as necessary during their seasonal responsibilities. The DCP and the Park District will work in good faith towards a Memorandum of Agreement with the City of Fargo to provide for operational and programming assistance and funding, which shall include the payment of water utilized for the splash pad. All utilities shall be placed in the name of DCP and shall remain in DCP's name for the duration of the term. Upon notice from DCP of the monthly utility costs during the Winter Season, the Park District shall promptly remit payment to DCP for the Winter Season utilities.
- i. Events and Use. No events not associated with the Park District and/or DCP's activities shall be carried on at the Plaza without the prior written consent of the Owner.
  - With respect to activities which take place on the Plaza, the rental or use agreement shall require the using party to indemnify and hold the Owner, Park District, and DCP harmless from any and all claims, damages, costs, or expenses, including attorney's fees, arising out of such activities.
- j. <u>Security</u>. Maintaining order and providing general security will be the responsibility of the DCP during the Summer season and of the Park District for the Winter Season. The parties agree to work together in good faith to transfer the security responsibilities from the DCP to a contractor who will be responsible for the security of the Plaza.
- k. <u>Indemnification</u>. To the fullest extent permitted under North Dakota Law, DCP and Park District shall defend, indemnify and hold harmless the Owner, and all of its officers, agents and employees, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the use of the Plaza under the terms of this Agreement with respect to all management, events, operations

and supervision of, its facilities, attractions and equipment, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees, and costs, are the result of Owner's willful misconduct or negligence. Nothing herein shall preclude DCP and Park District from asserting against third parties any defenses to liability it may have under North Dakota law.

- 5. <u>Duties of Owner</u>. Owner shall act in good faith and do all things reasonable requested by the Park District and DCP to aid and assist Park District and DCP in the performance of its duties under this Agreement including, without limitation, providing an accurate and complete copy of any and all contracts and other obligatory instruments of the Owner necessary for the Park District and DCP to perform their duties under this Agreement.
- 6. <u>Independent Contractor</u>. Park District and DCP shall perform their duties under this Agreement as independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture, nor construed as making the Park District or DCP anything other than an independent contractor of the Owner. The Park District and DCP shall have no right or power to act for the Owner other than as contemplated in this Agreement or otherwise expressly authorized by the Owner.

### 7. Operating Revenues and Expenses.

- a. <u>DCP Revenues and Expenses</u>. To the extent the DCP, or their employees, collect fees, funds and revenues intended for or derived from the operation of the Plaza (collectively, "operating revenue"), for Summer Programming, the same shall be accounted for by the DCP. All such operating revenues shall be expended on the operation of the Plaza and on the payment of any out-of-pocket expenses incurred by the DCP in their management of the Plaza, including employee expenses (to the extent the same accrue in connection with Plaza business), taxes, insurance, temporary hires, expenses related to providing necessary security, and any and all other expense related thereto, together with advertising, supplies and salaries (collectively, "operating expenses for Summer Programming").
- b. Park District Revenues and Expenses. To the extent the Park District, or their employees, collect fees, funds and revenues intended for or derived from the operation of the Plaza (collectively, "operating revenue"), for Winter Programming, the same shall be accounted for by the Park District. All such operating revenues shall be expended on the operation of the Plaza and on the payment of any out-of-pocket expenses incurred by the Park District in their management of the Plaza, including employee expenses (to the extent the same accrue in connection with Plaza business), taxes, insurance, temporary hires, and any and all other expense related thereto, together with advertising, supplies and salaries (collectively, "operating expenses for Winter Programming").

- 8. Park District Financial Contribution. During the Term, the Park District agrees to contribute \$60,000.00 annually to be used for the following specific purposes: (1) Park District's exclusive right to use the Plaza for a minimum of four days during the Summer Programming period for events or activities of the Park District's choosing; and (2) support and funding for Summer Programming. The Park District's annual contribution specifically shall not be used for the repair, replacement, or maintenance of the permanent infrastructure at the Plaza, consistent with the responsibilities laid out in this agreement. The Park District shall contribute the funds to DCP on or before March 15 of each year. DCP will provide the Park District with a preliminary budget and proposed use of the funds for the upcoming Summer Season on before April 15 of each year. The DCP will provide an accounting of the use of the funds from the previous Summer Season on or before December 15 of each year.
- 9. <u>Termination</u>. This Agreement shall be subject to termination by the Owner in the event the Park District or DCP shall violate any one or more of the terms hereof, which violation will result in the inefficient management or other conditions detrimental to the operation of the Plaza. In the event the Owner shall deem the Park District or DCP has violated the terms of this Agreement, or that this Agreement is subject to termination by any reason stated herein, Owner shall give all parties written notice thereof specifying the default and granting Park District and DCP sixty (60) days in which to comply with the objection. If the Park District and DCP fail or refuse to comply with any valid objection within sixty (60) days of receipt of written notice, Owner may terminate this Agreement. Any notice to be delivered to the parties may be delivered in person or by certified mail, addressed to the parties at their addresses above described to the attention of the Executive Directors (Park Board and DCP) or city administrator (City).
- 10. <u>Open Records</u>. All parties understand that certain records may be subject to open records law in North Dakota. The parties will fully comply with all open record laws.
- 11. <u>Governance:</u> A Governance Committee ("Committee") is hereby established to oversee the management and strategic direction of the Plaza. The Committee shall be comprised of the following members:
  - One (1) designee from the Downtown Community Partnership (DCP);
  - One (1) designee from the Fargo Park District;
  - One (1) designee from the Block 9 Partners, LLC; and
  - One (1) designee from the City of Fargo.

Each party may, from time to time, designate additional representatives to attend and participate in the Committee meetings as necessary to fulfill the objectives of this Agreement.

a. The Committee shall convene no less than quarterly each fiscal year. Meetings may be held more frequently upon the request of at least three (3) of the participating

- parties. Each party agrees to cooperate in scheduling and holding meetings in a timely manner to effectively address and advance the governance and operational goals of the Plaza.
- b. Decisions of the Committee shall be made by a majority vote of the attending members, provided that each designated member from the four (4) parties is present or represented. Each member shall have one vote, and no decision shall be implemented without unanimous affirmative votes of all four members.
- c. Responsibilities The Committee is responsible for:
  - i. Setting strategic directions for the development and management of the Plaza:
  - ii. Reviewing annual budgets associated with the Plaza
  - iii. Overseeing and evaluating operational performance;
  - iv. Resolving conflicts among stakeholders; and
  - v. Ensuring compliance with local laws and regulations.
- d. The Committee shall maintain a record of all decisions and actions taken during its meetings. Meeting minutes shall be circulated to all members within ten (10) business days following each meeting. Each party is responsible for ensuring that its representatives are fully informed of the Committee's activities and decisions.
- 12. Non-Assignability. This Agreement is personal to the parties and neither the rights nor the obligations of either party may be assigned without the written consent of the other. This Agreement (along with the Exhibits) contains the entire agreement between the parties and may not be varied except by an instrument in writing signed by all of the parties. This Agreement supersedes and replaces the Original Management Agreement in its entirety.
- 13. <u>Choice of Law</u>. This Agreement shall be governed and construed under the laws of the State of North Dakota. For purposes of construction, no party shall be deemed to have been the primary drafter of this Agreement.
- 14. <u>Subject to Lease and Restrictive Covenants</u>. This Agreement, and each party's respective rights and obligations hereunder, are subject to all liens, encumbrances, easements, restrictions, leases, and any rights of way and other interests of record against the Plaza, including without limitation, that certain EASEMENT AND RESTRICTION AGREEMENT in favor of U.S. BANK NATIONAL ASSOCIATION.

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

	ву:	F. Scott Neal Its: President
	Ву:	Mike Allmendinger Its: Secretary
STATE OF NORTH DAKOTA		
COUNTY OF CASS		
The foregoing instrument was acknowledged bef 2025 by F. Scott Neal, the President, and by Mike Allme Partners, LLC, a North Dakota limited liability company company.	ndinger,	the Secretary, of Block 9
		Notary Public

# [SIGNATURE PAGE TO BLOCK 9 PLAZA MANAGEMENT AGREEMENT] [ADDITIONAL SIGNATURE PAGES FOLLOW]

THE PARK DISTRICT OF THE CITY OF FARGO

	By:	
	J	Aaron Hill
		Its: President of the Board of
		Park Commissioners
	D	
	By:	Jeff Gunkelman
		Its: Clerk
		its. Cicik
STATE OF NORTH DAKOTA		
COUNTY OF CASS		
The foregoing instrument was acknowledged before 2025 by Aaron Hill, the President of the Board of Park Conthe Clerk, on behalf of the Park District of the City of Farg State of North Dakota.	nmissi	oners, and by Jeff Gunkelman,
		Notary Public

# [SIGNATURE PAGE TO BLOCK 9 PLAZA MANAGEMENT AGREEMENT] [ADDITIONAL SIGNATURE PAGES FOLLOW]

THE DOWNTOWN COMMUNITY PARTNERSHIP

Rocky Schneider
ts: Executive Director
day of, Community Partnership, a poration.
Notary Public
(

## [SIGNATURE PAGE TO BLOCK 9 PLAZA MANAGEMENT AGREEMENT]

### EXHIBIT A

[Insert Legal Description and map/layout of office space and restrooms]

#### **EXHIBIT B**

### [insurance and other use agreements]

DCP and Park District will obtain insurance that meets the following criteria:

- i. General Liability with a limit of no less than \$2,000,000 per occurrence and aggregate.
- ii. Workers Compensation insurance for DCP and Park District employees
- iii. Comprehensive automobile liability insurance coverage as shall protect DCP and Park District and/or its contractors against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for DCP or Park District and/or its contractors in any capacity with respect to the performs of Agreement in the amount of \$1,000,000 per occurrence.
- iv. DCP and Park District shall provide proof of such insurance to Owner.
- v. For any events hosted on the Plaza by any party other than DCP or Park District, a "use agreement" should be secured with the other party, to require General Liability coverage of no less than \$1,000,000 per occurrence for bodily injury or property damage. Along with any rules or requirements, the "use agreement" shall name DCP, Park District and Owner as an Additional Insured.
- vi. Property Insurance. With respect to the attractions equipment specific to the Plaza and owned by the Owner, the Owner will be responsible for insuring the equipment on a scheduled special form Property insurance contract to include exposure on site, in transit, and in storage. With respect to any DCP or Park District owned equipment used in operations

and or to maintain the Plaza, DCP and Park District will be responsible for insuring their respective equipment on a special form Property insurance contract.



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

DATE: June 10, 2025

TO: Fargo Park Board Commissioners

FROM: Kevin Boe, Recreation Director

RE: Agenda Item No. 4(a) - 2026 Proposed Programs, Events, Facilities and

Pool Fees

As part of the annual budget process, we have evaluated our current program, event, facility, and pool fees to develop recommendations for fee adjustments for 2026. This review included an analysis of program costs on a per-participant basis, along with participation trends over the past five years.

Attached is a schedule outlining the current fee structure alongside the proposed adjustments for 2026. For ease of implementation, all proposed fees have been rounded to the nearest dollar.

During the planning meeting, we initially proposed rounding fees up to the nearest dollar, which in some cases resulted in increases exceeding 3%. After further review, we revised the proposal to round to the nearest dollar. This adjustment ensures that increases for programs, events, facilities, and pools remain at or below the targeted 3% for 2026. Athletic field fees are recommended to increase by 6% based off of comparable data from the market.

Also included in your packet is information and options for consideration of fees for adaptive programs, swimming lessons as well as our sports sample program. These areas were recommended for additional review at the Planning Meeting in May.

If you have any questions or require further details, please feel free to contact me prior to the meeting.

Thank you.

SAMPLE MOTION: I move to approve the fees as presented.

2026 Fargo Park District Recommended Youth Program Fees

2020 Pargo I ark District Recoiling		chi i Togram i	CCS								
	Team/				Participants/T		Participants/T		Total	Proposed	
	Individual	2021 Fees	2022 Fee	2023 Fees	eams	2024 Fees	eams	2025 Fees	Increase	2026 Fees	Notes
Archery	Individual	\$ 36.50	\$ 37.50	\$ 40.50	15	\$ 42.00	40	\$ 43.00	\$ 44.29		
Art Classes Single Sessions	Individual	\$ 10.00		\$ 15.00	49	\$ 16.00	41	\$ 21.00	\$ 21.63		
ArtMania/Accelerated Artist	Individual	\$ 55.00	\$ 57.00	\$ 61.50	130	\$ 63.00	147	\$ 64.00	\$ 65.92		
Adaptive Playtown	Individual	\$ 95.00	\$ 95.00	\$ 100.00	14	\$ 102.00	19	\$ 105.00	\$ 108.15		
Playtown	Individual	\$ 100.00		\$ 107.00	114	\$ 112.00	149	\$ 115.00	\$ 118.45		
Baseball/Softball	Individual	\$ 52.00		\$ 57.75	307	\$ 59.00	289	\$ 60.00	\$ 61.80		
Basketball	Individual	\$ 62.50	\$ 64.25	\$ 69.25	74	\$ 71.00	77	\$ 75.00	\$ 77.25		
Learn to Skate/Hockey Skills	Individual	\$ 42.00	\$ 43.00	\$ 46.25	500	\$ 48.00	502	\$ 50.00	\$ 51.50	\$ 52.00	
Flag Football	Individual	\$ 57.25	\$ 59.00	\$ 61.25	434	\$ 63.00	479	\$ 64.00	\$ 65.92		
Ice Revue	Individual	\$ 112.50	\$ 115.00	\$ 119.50	90	\$ 125.00	95	\$ 130.00	\$ 133.90		
Swimming Lessons	Individual	\$ 52.00		\$ 59.25	760	\$ 62.00	904	\$ 67.00	\$ 69.01	\$ 69.00	
Track	Individual	\$ 52.00	\$ 53.50		168	\$ 59.00	166	\$ 60.00	\$ 61.80		
Volleyball	Individual	\$ 89.00	\$ 91.50		60	\$ 103.00	98	\$ 108.00	\$ 111.24		
Volleyball Camp	Individual	\$ 89.00	\$ 91.50	\$ 98.75	76	\$ 104.00	62	\$ 108.00	\$ 111.24	\$ 111.00	
Pond Hockey	Team	\$ 120.00	\$ 120.00	\$ 120.00	24	\$ 126.00	22*	\$ 132.00	\$ 135.96	\$ 136.00	
Butterfly Ball	Individual	\$ 30.00	\$ 30.00	\$ 30.00	800	\$ 32.00	690	\$ 34.00	\$ 35.02	\$ 35.00	
Learn to Build	Individual	\$ -	\$ -	\$ 10.00		\$ 10.00	70	\$ 10.00	\$ 10.30	\$ 10.00	
Nerf Wars	Individual	\$ -	\$ -	\$ -		\$ 18.00	271	\$ 18.00	\$ 18.54	\$ 19.00	
FMYBL	Individual	\$ -	\$ -	\$ -		\$ 180.00	36	\$ 186.00	\$ 191.58	\$ 192.00	
Sports Sampler	Individual	\$ 61.00	\$ 62.75	\$ 67.75	299	\$ 71.00	279	\$ 75.00	\$ 77.25	\$ 77.00	
Table Tennis Lessons	Individual	\$ 50.00	\$ 50.00	\$ 50.00	15	\$ 50.00	32	\$ 50.00	\$ 50.00	\$ 50.00	
Indoor Flag Football	Individual	\$ -	\$ -	\$ -		\$ 59.00		\$ 59.00	\$ 59.00	\$ 59.00	New program - Started Jan/Feb on 2025
LEGO Engineering	Individual	\$ -	\$ -	\$ -		\$ -		\$ 71.00	\$ 71.00		New program
NHL Street	Individual	\$ -	\$ -	\$ -		\$ -		\$ 60.00	\$ 60.00		New program
Indoor Youth Baseball	Individual	\$ -		\$ -		\$ -		\$ 40.00	\$ 40.00	\$ 40.00	New program - ( 4 Weeks) (\$5 a visit)

<sup>\*2024</sup> Pond hockey was cancelled (weather)

Peer Market Data (Comparable Org.)	2021	2022	2023	2024	2025
(Identify Peer Orgainizations/Prices)					
See Fargo, WF, Mhd Fees Tab					

2026 Fargo Park District Recommended Adult Program Fees

2020 Targo Tark District Recomm			- 6					Double in oute /			Douti sin outs /T			Total	_	Duamagad	
	Team/	20	04 E	200	ээ г	١,	000 5	Participants/		2024 5	Participants/T	2	025 5	Total		Proposed	N
	Individual	20	21 Fees		22 Fee	2	023 Fees	Teams	4	2024 Fees	eams	Z	025 Fees	Increase		026 Fees	Notes
16" Coed	Team	\$	369.75		379.75	\$	394.75	12	\$	414.00	11	\$	435.00	\$ 448.05	\$	448.00	
3-on-3 Basketball	Team	\$	99.00		102.00	\$	116.06	47	\$	116.00	58	\$	122.00	\$ 125.66	\$	126.00	
Adaptive Softball	Team	\$	249.75	\$ 2	256.00	\$	276.25	6	\$	290.00	6	\$	300.00	\$ 309.00	\$	309.00	
Archery	Individual	\$	47.00	\$	48.25	\$	52.00	18	\$	55.00	29	\$	58.00	\$ 59.74	\$	60.00	
Basketball	Team	\$	739.50	\$ 7	760.00	\$	820.75	31	\$	862.00	32	\$	905.00	\$ 932.15	\$	932.00	
Beginning Fly Fishing 101	Individual					\$	57.81	-	\$	57.75	-	\$	61.00	\$ 62.83	\$	63.00	
Birding 101	Individual	\$	32.25	\$	33.25	\$	35.75	4	\$	38.00	8	\$	38.00	\$ 39.14	\$	39.00	
Broomball	Team	\$	937.00	\$ 9	962.00	\$	1,000.00	6	\$	1,030.00	6	\$	1,030.00	\$ 1,060.90	\$	1,061.00	
Coed Softball	Team	\$	765.50	\$ 7	786.00	\$	848.75	23	\$	891.00	21	\$	936.00	\$ 964.08	\$	964.00	
Figure Skating	Individual	\$	62.50	\$	64.50	\$	69.50	30	\$	73.00	30	\$	77.00	\$ 79.31	\$	79.00	
Hockey - Drop In (noon)	Individual	\$	5.00	\$	5.25	\$	5.00		\$	5.00		\$	5.00	\$ 5.00	\$	5.00	Non Prime time
Hockey - Drop in Novice (evenings)	Individual	\$	-	\$	-	\$	10.00	340	\$	10.00	294	\$	10.00	\$ 10.00	\$	10.00	Prime time
Hockey - Team	Team	\$ 1	1,183.00	\$ 1,2	214.00	\$	1,262.50	16	\$	1,326.00	18	\$	1,392.00	\$ 1,433.76	\$	1,434.00	
Kickball	Team	\$	192.50	\$ :	197.50	\$	213.25	9	\$	218.00	7	\$	222.00	\$ 228.66	\$	229.00	
Sand Volleyball	Team	\$	172.00	\$ 1	176.50	\$	183.50	123	\$	191.00	122	\$	199.00	\$ 204.97	\$	205.00	
Table Tennis League	Individual	\$	39.00	\$	40.00	\$	40.00	28	\$	40.00	22	\$	40.00	\$ 40.00	\$	40.00	
Volleyball	Team	\$	343.50	\$ 3	352.50	\$	366.50	426	\$	381.00	443	\$	392.00	\$ 403.76	\$	404.00	
Pond Hockey	Team	\$	210.00	\$ 2	210.00	\$	210.00	37	\$	222.00	28*	\$	234.00	\$ 241.02	\$	241.00	
Glow Golf (4 Person)	Team	\$	90.00	\$	90.00	\$	90.00	8	\$	90.00	8	\$	90.00	\$ 92.70	\$	93.00	
Glow Golf (2 Person)	Team	\$	40.00	\$	40.00	\$	40.00	16	\$	40.00	16	\$	40.00	\$ 41.20	\$	41.00	
Senior Games	Individual	\$	40.00	\$	40.00	\$	40.00	139	\$	40.00	162	\$	40.00	\$ 41.20	\$	41.00	
Flag Football	Team	\$	450.00	\$ 4	463.00	\$	300.00	8	\$	315.00	8	\$	324.00	\$ 333.72	\$	334.00	
Senior Yoga	Individual	\$	-	\$	-	\$	•		\$	-		\$	28.00	\$ 28.00	\$	28.00	New program
Coffee & Crafts Senior Program	Individual	\$	-	\$	-	\$	-		\$	-		\$	40.00	\$ 40.00	\$	40.00	New program

<sup>\*</sup> Flag Football fees were decreased (2022 to 2023) because we moved away from having officials

<sup>\*2024</sup> Pond hockey was cancelled (weather)

Peer Market Data (Comparable Org.)	2022	2023	2024	2025
(Identify Peer Orgainizations/Prices)				
See Fargo, WF, Mhd Fees Tab				

2026 Fargo Park District Recommended Miscellaneous Program & Facility Fees

2026 Fargo Park District Recommend	ied Miscellaneous Pr	rogram	& Facili	ty Fees												
												Т	otal	Pr	oposed	
		2021	Fees	2022	Fee	2	023 Fees	2	024 Fees		2025 Fees	Inc	rease	20	26 Fees	Notes
Ice Rental	Prime	\$145.00		\$149.00		\$	160.75	\$	169.00	\$	177.00	\$	182.31	\$	182.00	
	Non-Prime	\$101.00		\$103.50		\$	111.75	\$	117.00	\$	123.00			\$	123.00	30% off prime rental rate
Ice Rental Studio Rink		\$50.00		\$50.00		\$	50.00	\$	53.00	\$		\$	55.62	\$	56.00	F
Public Skating Session	Youth 18 & under	\$2.75		\$3.00		\$	3.25	\$	4.00	\$	4.00	\$	4.12	\$	4.00	Consistent with all ice arenas
	Adults over 18	\$3.75		\$4.00		\$	4.25	\$	5.00	\$	5.00	\$	5.00	\$	5.00	Consistent with all ice arenas
	Family	\$6.50		\$7.00		\$	7.50	\$	8.00	\$	8.00	\$	8.00	\$	8.00	Consistent with all ice arenas
Shelters	Small - Full Day	\$50.00		\$50.00		\$	60.00	\$	60.00	\$	60.00	\$	61.80	\$	62.00	Consistent with an ice arenas
Sileiters	Large - Full Day	\$150.00		\$150.00		\$	162.00	\$	170.00	d.	175.00	\$	180.25	\$	180.00	
		\$200.00		\$200.00		\$	216.00	a)	227.00	a)	235.00	,	242.05	Φ	242.00	
	Mega - Full Day	-						4		a)		_		Ф		
	Warming House	\$0.00		\$50.00		\$	80.00	\$	84.00	3	84.00	\$	86.52	\$	87.00	Not as at all and 2 areas followed as a filling point
ni li n	Island Park Gazebo	\$300.00		\$300.00		\$	300.00	\$	300.00	3	300.00	\$	300.00	\$	300.00	Not rented last 2 years with contruction of IP Pool
Rheault Farm	Site - Full Day	\$760.00		\$775.00		\$	806.00	\$	846.00	\$	880.00	_	906.40	\$	906.00	
	Bunkhouse - Full Day	\$0.00		\$100.00		\$	550.00	\$	578.00	\$	600.00		618.00	\$	618.00	
	Shelter - Full Day	\$0.00		\$0.00		\$	162.00	\$	170.00	\$	175.00	-	180.25	\$	180.00	
Ski Rental	Youth 18 & under	\$7.00		\$7.25		\$	7.75	\$	8.00	\$	8.00	\$	8.24	\$	8.00	
	Adults over 18	\$13.00		\$13.50		\$	14.50	\$	15.00	\$	16.00	\$	16.48	\$	16.00	
Snowshoe rental		\$7.00		\$7.25		\$	7.75	\$	8.00	\$	8.00	\$	8.24	\$	8.00	
Metro Rec - Indoor Soccer Fields	Per hour	\$57.00		\$58.50		\$	60.75	\$	64.00	\$	66.00	\$	67.98	\$	68.00	
Volleyball Courts indoor	Per court/hour	\$15.25		\$15.75		\$	17.00	\$	18.00	\$	19.00	\$	19.57	\$	20.00	
Broadway Square Rental	Full Day	\$		\$	-	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$ 1	,545.00	\$	1,545.00	
Broadway Square Skating Rink	Per hour	\$	-	\$	-	\$	100.00	\$	100.00	\$	100.00		103.00	\$	103.00	
Agrilime In-field Diamonds										4		Ť			2000	
Adult Fees	Per hour	\$		\$	26.50	\$	28.75	\$	30.00	\$	33.00	\$	34.98	\$	35.00	
Youth Fees (high school age & below)	Per hour	\$	-	\$	11.75	\$	12.75	\$	13.00	\$	14.00	\$	14.84	\$	15.00	
Double header - Youth	Per hour	\$	-	\$	6.75	\$	7.50	\$	8.00	a)	9.00	\$	9.54	\$	10.00	
		\$					17.50		18.00	4		_		φ.	21.00	
Double header - Adult	Per hour	-	-	\$	16.00	\$		\$		3	20.00	\$	21.20	Þ		
Tournament - Youth	Per hour	\$	-	\$	4.75	\$	5.25	\$	6.00	\$	7.00	\$	7.42	\$	7.00	
Tournament - Adult	Per hour	\$	•	\$	12.50	\$	13.50	\$	14.00	\$	16.00	\$	16.96	\$	17.00	
Grass In-field Diamonds																
Adult Fees	Per hour	\$	-	\$	30.50	\$	33.00		35.00	\$	37.00	\$	39.22	\$	39.00	
Youth Fees (high school age & below)	Per hour	\$	-	\$	16.00	\$	17.50	\$	18.00	\$	20.00	\$	21.20	\$	21.00	
Double header - Youth	Per hour	\$	-	\$	12.00	\$	13.00	\$	14.00	\$	16.00	\$	16.96	\$	17.00	
Double header - Adult	Per hour	\$	-	\$	24.00	\$	26.00	\$	27.00	\$	30.00	\$	31.80	\$	32.00	
Tournament - Youth	Per hour	\$		\$	9.75	\$	10.75	\$	11.00	\$	13.00	\$	13.78	\$	14.00	
Tournament - Adult	Per hour	\$	-	\$	22.00	\$	24.00	\$	25.00	\$	28.00	\$	29.68	\$	30.00	
Rectangular Fields																
Adult Fees	Per hour	\$	-	\$	17.00	\$	18.50	\$	19.00	\$	20.00	\$	21.20	\$	21.00	
Youth Fees (high school age & below)	Per hour	\$	-	\$	8.50	\$	9.50	\$	10.00	\$	12.00	\$	12.72	\$	13.00	
Touth rees (high school age & below)	T CT HOUT	Ψ		Ψ	0.50	Ψ	5.50	Ψ	10.00	Ψ	12.00	Ψ	12.72	Ψ	13.00	The Red River Valley Fairgrounds charges \$50/night for
																a campsite with full hookups (sewer, water, electrical.)
																Camping at North Dakota State Parks can range from
																\$25-\$35/night depending on the service that is
																provided and State Park location. State Parks also
																charge a park entrance license fee for each vehicle
												_		_		entering a state park. \$7 Daily, \$35 Annual, or \$61.25
Campground	Per day	\$	30.00	\$	35.00	\$	35.00	\$	35.00	\$	37.00	\$	38.11	\$	38.00	for a Family Pass.
																Local convenience stores charge for a bundle of
																firewood. \$6-\$9 can be found throughout the city. New
																in 2025, the park district has purchased a wood splitter
																attachment and a wood bundler to re-purpose trees
Campground Fire Wood	Bundle	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7.00	that have been removed in parks.
Sewer Dump Fee		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5.00	
																Fat Tire Bikes are made available for rent at Fort
																Stevenson and Lewis and Clark State Park for \$8/hour
																or \$50/day. Bismarck Parks Bike Rental Program Fees
																are as follows. Classic Pedal Bike (green): \$5 plus \$.02
																per minute. Pedal Assist e-Bike (white): \$10 plus \$.04
Bike Rental																per minute.
Mini Peel (Up to 50 lbs)	1/2 hour	\$		\$		\$		\$		\$		\$	-	\$	5.00	P
		\$	-		•			\$		\$	-			\$		
Banana Peel (Youth sized):	1/2 hour	_		\$	-	\$		3	-	_	-	\$	-	_	7.00	
Fun Cycle (Up to 240 lbs)	1/2 hour	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7.00	
Low Rider & Jr. Low Rider:	1/2 hour	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7.00	
Double Joyrider & Dual Trike	1/2 hour	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	8.00	
Single Surrey	1/2 hour	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	10.00	
Double Surrey	1/2 hour	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	18.00	
															,	

									Rentals are provided on a first-come, first-served basis for a duration of 1 hour. ND State Parks Charge \$32/half day and \$50/full day. Moorhead Parks also charges \$10/Hour. So, the current/proposed Kayak Rental Fee
Kayak Rental	Per hour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	is in line.
Sand Volleyball (4 courts)	Per day	\$ -	\$	\$ 150.00	\$ 158.00	\$ 175.00	\$ 180.25	\$ 180.00	
Sand Volleyball (8 courts)	Per day	\$ -	\$	\$ 200.00	\$ 210.00	\$ 220.00	\$ 226.60	\$ 227.00	

Peer Market Data (Comparable Org.)	2021	2022	2023	2024	2025
(Identify Peer Orgainizations/Prices)					
See Fargo, WF, Mhd Fees Tab					
Grand Forks - Baseball/Softball					\$15/hour practice \$45/game
Grand Forks - Soccer					\$50/hour
Bismarck					Every rental fee is per player/team
Sioux Falls - contacted not heard back					

2026 Fargo Park District Recommended Pool Fees

2020 Targo Tark District Recommended 1 00	1 1 0 0 0							
		2021	2022	2023	2024			
		Approved	Approved	Approved	Approved	2025 Approved	Total	Proposed
		Fees	Fees	Fees	Fees	Fees	Increase	2026 Fees
Outdoor Swim Admissions								
Island Park Pool	Youth	\$2.75	\$3.00	NA	NA	\$ 10.00	\$ 10.30	\$ 10.00
Island Park Pool	Adult	\$4.00	\$4.25	NA	NA	\$ 12.00	\$ 12.36	\$ 12.00
Madison Pool	Youth	\$2.75	\$3.00	\$3.25	\$ 4.00	\$ 4.00	\$ 4.12	\$ 4.00
Madison Pool	Adult	\$4.00	\$4.25	\$4.50	\$ 5.00	\$ 5.00	\$ 5.15	\$ 5.00
Roger G Gress @ Northside Rec	Youth	\$3.75	\$4.00	\$4.25	\$ 5.00	\$ 5.00	\$ 5.15	\$ 5.00
Roger G Gress @ Northside Rec	Adult	\$5.00	\$5.25	\$5.50	\$ 6.00	\$ 6.00	\$ 6.18	\$ 6.00
Southwest Pool	Youth	\$3.75	\$4.00	\$4.25	\$ 5.00	\$ 5.50	\$ 5.67	\$ 6.00
Southwest Pool	Adult	\$5.00	\$5.25	\$5.50	\$ 6.00	\$ 6.50	\$ 6.70	\$ 7.00
Davies Pool	Youth	\$3.75	\$4.00	\$4.25	\$ 5.00	\$ 6.50	\$ 6.70	\$ 7.00
Davies Pool	Adult	\$5.00	\$5.25	\$5.50	\$ 6.00	\$ 7.50	\$ 7.73	\$ 8.00
Outdoor Season Pass								
Island Park Pool	Youth	NA	NA	NA	NA	\$ 100.00	\$ 103.00	\$ 103.00
Island Park Pool	Adult	NA	NA	NA	NA	\$ 130.00	\$ 133.90	\$ 134.00
Island Park Pool	Household	NA	NA	NA	NA	\$ 270.00	\$ 278.10	\$ 278.00
Madison Pool	Youth	NA	NA	NA	NA	\$ 72.00	\$ 74.16	\$ 74.00
Madison Pool	Adult	NA	NA	NA	NA	\$ 92.00	\$ 94.76	\$ 95.00
Madison Pool	Household	NA	NA	NA	NA	\$ 193.00	\$ 198.79	\$ 199.00
Roger G Gress @ Northside Rec	Youth	NA	NA	NA	NA	\$ 75.00	\$ 77.25	\$ 77.00
Roger G Gress @ Northside Rec	Adult	NA	NA	NA	NA	\$ 100.00	\$ 103.00	\$ 103.00
Roger G Gress @ Northside Rec	Household	NA	NA	NA	NA	\$ 205.00	\$ 211.15	\$ 211.00
Southwest Rec Pool	Youth	NA	NA	NA	NA	\$ 80.00	\$ 82.40	\$ 82.00
Southwest Rec Pool	Adult	NA	NA	NA	NA	\$ 105.00	\$ 108.15	\$ 108.00
Southwest Rec Pool	Household	NA	NA	NA	NA	\$ 215.00	\$ 221.45	\$ 221.00
Davies Pool	Youth	NA	NA	NA	NA	\$ 85.00	\$ 87.55	\$ 88.00
Davies Pool	Adult	NA	NA	NA	NA	\$ 110.00	\$ 113.30	\$ 113.00
Davies Pool	Household	NA	NA	NA	NA	\$ 225.00	\$ 231.75	\$ 232.00
Four for One (Includes all pools except Island Park)	Youth	NA	NA	\$69.00	\$ 72.00	\$ 90.00	\$ 92.70	\$ 93.00
Four for One (Includes all pools except Island Park)	Adult	NA	NA	\$87.25	\$ 92.00	\$ 115.00	\$ 118.45	\$ 118.00
Four for One (Includes all pools except Island Park)	Household	NA	NA	\$183.50	\$ 193.00	\$ 235.00	\$ 242.05	\$ 242.00
All Pools (Five for One)	Youth	\$62.00	\$64.00	NA	NA	\$ 150.00	\$ 154.50	\$ 155.00
All Pools (Five for One)	Adult	\$78.00	\$81.00	NA	NA	\$ 170.00	\$ 175.10	\$ 175.00
All Pools (Five for One)	Household	\$165.00	\$170.00	NA	NA	\$ 350.00	\$ 360.50	\$ 361.00

				mission	Admission	Sea	ason Pass	Se	ason Pass		
Peer Market Data (Comparable Org.) 2025 numbers	Admis	sion Youth	1	Adult	Family		Youth		Adult	Season Pass F	amily
(Identify Peer Orgainizations/Prices)											
					Not						
Grand Forks (Two outdoor pools)	\$	4.00	\$	5.00	Available	\$	80.00	\$	80.00	\$ 2	260.00
					Not						
Bismarck	\$	5.00	\$	5.00	Available	\$	100.00	\$	100.00	Not Availa	ıble
					Not						
Bismarck including Hillside Waterslide	\$	6.00	\$	6.00	Available	\$	130.00	\$	130.00	Not Availa	ıble
					Not						
Bloomington - resident	\$	10.00	\$	10.00	Available	\$	52.00	\$	75.00	Not Availa	ıble
					Not						
Bloomington - non resident	\$	10.00	\$	10.00	Available	\$	76.00	\$	106.00	Not Availa	ıble
Raging Rivers Mandan					Not						
raging ravers manager	\$	14.00	\$	17.00	Available	\$	155.00	\$	155.00	Not Availa	ıble
Bunker Beach					Not	<b>l</b> .					
Zamo: Zouon	\$	20.00	\$	20.00	Available	\$	158.00	\$	158.00	Not Availa	ıble
					Not	١.					
Cascade Bay Eagan MN - resident	\$	11.00	\$	13.00	Available	\$	85.00	\$	85.00	Not Availa	ıble
					Not	١.					
Cascade Bay Eagan MN - non resident	\$	11.00	\$	13.00	Available	\$	95.00	\$	95.00	Not Availa	ıble

### Operational Challenges

(List challenges facing each program impacting fee recommdation)

Staffing costs/availability

Operational costs

### Impact of Market/Program Trends

(List market or program trends impacting fee recommendation for each)
Look to build splash pads - each year challenges of

recruiting staff

Extended hours of operations

### **Program Review from Planning Meeting**

In the Planning Meeting, we were asked to further review the fees for the following programs and evaluate the impact on the overall budget:

Sports Sampler Swimming Lessons Adaptive Programs

Below is the list of these programs and the effect this would have to the budget.

Program	Fee 202	25	Proposed Fee 2026 (passed at the Planning Committee 5.21.25)	Amount of registrants or	if fo	ee remains	Effect on budget if we reduced the fee by 25% from 2026	Proposed Fees 2026 at 25%	if	Effect on budget f we reduced the fee by 50% from 2026	Dranacad Lage	Effect on budg if we reduce the fee by 100 from 2026	Proposed Fees	Comments
Adaptve Softball (Adult Team)	\$ 30	00.00	\$ 309.00	6	\$	(54.00)	\$ (463.50)	\$ 77.00	0 8	\$ (927.00)	\$ 154.00	and the ager part of pay fo * We hire un		* Adaptive Softball - is a team registration fee and the agenices that these individuals are a part of pay for the team fee.  * We hire umpires for tis league and this cost is expensive due to umpire shortages.
Adaptive Art Classes	Free		Free	Free	Free	e	Free		F	Free		Free	Free	We have 18 dates of free adpaptive art classes each year. Several years ago we revceived a sponsorship from EXCEL to cover the cost. We do not have the sponsorship currently.
Adaptive Playtown (Individual Fee)	\$ 10	)5.00	\$ 109.00	12	\$	(48.00)	\$ (327.00)	\$ 27.0	0 9	\$ (654.00)	\$ 54.00	\$ (1,308.0	0) Free	
Sports Sampler	\$ 7	75.00	\$ 78.00	276	\$	(828.00)	\$ (5,382.00)	\$ 19.00	0 9	\$ (10,764.00)	\$ 39.00	\$ (21,528.0	0) Free	
Swimming Lerssons  Swimming lessons	\$ 6 Instructo		\$ 70.00	904	\$	(2,712.00)	\$ (15,820.00)	\$ 17.00	0 \$	\$ (31,640.00)	\$ 35.00	\$ (63,280.0	0) Free	
Foss Swim School YMCA	3 to 1		\$336 - \$360 Member \$84.00 Non Member \$168.00	)										
TOTAL					\$	(3,642.00)	\$ (21,992.50)		- 5	\$ (43,985.00)		\$ (87,970.0	0)	



### **MEMORANDUM**

DATE: June 10, 2025

TO: Fargo Park Board Committee Members

FROM: Kali Mork, Sports Center Director

RE: Agenda Item No. 4(b) – 2026 Sports Center Rate Recommendations

As part of the budget process, staff have done an assessment of our rate structure to determine recommendations for 2026. The proposed rates are based on research into similar facilities throughout the region, operational costs of each space, and relation to our 2025 rates.

With only four full months of data for operating the building in its entirety, we are still developing statistical patterns about the facility's uses, scheduling, costs to operate and user demand for all the spaces. While we have better information than last year at this time in which to base our rates, there are still areas where the scope of data is fairly limited.

Attached is the list of recommended rates for 2026, comparable information from previous years, and a short summary.

#### Key points include:

- General recommendation for a minimal percentage increase for most rates.
   Slight fluctuation in actual percentage as rates are rounded to the nearest whole dollar.
- Larger increase recommended for turf and community rooms where current rates are significantly below comparable markets
- Track would continue to be at no charge
- For open play admissions, staff recommends waiting to implement increase until year compounding escalator would reach \$6
- Open play admissions include 7.5% sales tax
- Staff once again recommend Sports Center rates adjust on June 1

It was recommended at the May 21 Planning committee meeting to bring this request to the full board for consideration and approval.

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

Thank you.

SAMPLE MOTION: I move to approve the 2026 Sports Center fees, as presented.



AREA AT THE SPORTS CENTER	2024 I	RATES		RATES ce June 1	AMOUNT OF INCREASE	2026 PROPOSED RATES: commence June 1 (Rounded to nearest dollar)		NOTES
	Prime	Non- Prime	Prime	Non- Prime	Prime	Prime	Non-Prime (70% of Prime)	
PLAYING SPACES: per hour		Time		Tillie			(70700111IIIe)	
Turf								
Full	\$400.00	\$280.00	\$430.00	\$301.00	\$32.25	\$462.00	\$323.00	Similar cities such as West Fargo, Duluth and Rochester charge between 6.9 cents and 7.7 cents per square yard for indoor turf. Staff
Half	\$200.00	\$140.00	\$215.00	\$151.00	\$16.13	\$231.00	\$162.00	proposes working incrementally over the next several years to come in
Quarter	\$100.00	\$70.00	\$108.00	\$76.00	\$8.10	\$116.00	\$81.00	line with that range. Currently, even with proposed increase, the Sports Center turf fee for 2026 would be approximately 5.7 cents per square
Eighth	\$50.00	\$35.00	\$54.00	\$38.00	\$4.05	\$58.00	\$41.00	yard.
Hardwood Courts	\$60.00	\$40.00	\$63.00	\$44.00	\$1.89	\$65.00	\$46.00	Rates are in line with other similar cities. Staff recommend the listed increase, rounding to the nearest dollar.
Ice	N	IA	\$177.00	\$123.00	\$5.31	\$182.00	\$127.00	The Fargo community as a whole is below other similar cities for ice rates. However, given market conditions of rates of other ice rinks in the immediate community, staff recommend staying within market conditions.
Pickleball	N	IA	\$16	6.00	\$0.48	\$16	6.00	Staff recommend the listed increase, rounding to the nearest dollar.
MEETING SPACES: per hour								
Community Rooms	\$60.00	\$40.00	\$63	3.00	<b>\$</b> 4.73	\$68	3.00	Similar types of rooms throughout community average 8 cents per square foot for rental fees. Staff proposes working incrementally over the next several years to approach that level. Currently, even with proposed increase, the community room fee for 2026 would be approximately 4.6 cents per square foot.
Multi-Purpose Rooms	\$30	0.00	\$32	2.00	\$0.96	\$30	3.00	Staff recommend the listed increase, rounding to the nearest dollar
Tournament Room	N	IA	\$48	3.00	\$1.44	\$49	9.00	Staff recommend the listed increase, rounding to the nearest dollar.
OTHER SPACES: per hour								
Shooting Room		IA		5.00	\$0.75		6.00	Staff recommend the listed increase, rounding to the nearest dollar.
Fargo Park District Lounge		3.00		3.00	\$1.44		9.00	Staff recommend the listed increase, rounding to the nearest dollar.
Concourse North (1st Floor)		IA		2.00	\$16.56		9.00	
Concourse Central (1st Floor) Concourse South (1st Floor)		2.00 0.00		2.00	\$6.66 \$13.50		9.00 4.00	Staff recommend the listed increase, rounding to the nearest dollar.
Concourse East (1st Floor)		4.00		4.00	\$8.82		3.00	Cost is scaled accordingly based on how much space renter is actually
Concourse Midco Lounge North (2nd Floor)		A		0.00	\$13.50	*	4.00	using.
Concourse Midco Lounge (2nd Floor)	\$36	0.00		0.00	\$10.80		1.00	
Dryland in Ice Area	N	IA	\$65	5.00	\$1.95	\$67.00		Staff recommend the listed increase, rounding to the nearest dollar. Similar entities in the community charge approximately 50% of their ice rate. Proposed rate is in line with that methodology.
OPEN PLAY/DROP IN: per person per visit								
Open Play/Drop In Turf Use	\$5	.00	\$5	5.00	\$0.15	\$5.00		Staff recommend the listed increase. However, for cash management
Open Play/Drop In Court Use	\$5	.00	\$5	5.00	\$0.15			purposes and ease of use for the members of the general public, staff
Open Play/Drop In Pickleball Use	N	IA	\$5	5.00	\$0.15	\$5.00		recommend waiting to implement new rate until the year when the
Open Play/Drop In Skate Use	N	IA		5.00	\$0.15		.00	compounding escalator would reach \$6. Maintaining consistent rate for
Playground	-	IA		5.00	\$0.15		.00	all open play activities for cross-functional use of punch card.
Track	\$0	.00	\$0	0.00	\$0.00	\$0	.00	Staff remain committed to offering track use at no cost to members of the public.



AREA AT THE SPORTS CENTER	2024 RATES	2025 RATES commence June 1	AMOUNT OF INCREASE	2026 PROPOSED RATES: commence June 1 (Rounded to nearest dollar)		NOTES
	Prime Non- Prime	Prime Non- Prime	Prime	Prime	Non-Prime (70% of Prime)	
OTHER:						
Playground Birthday Parties	NA	\$300.00	\$9.00	\$30	9.00	Up to 12 people Private party room for 2 hours Happy birthday message on party room television for birthday child Choice of Pizzas, Hot Dogs or Build Your own Burger Bar Each option includes 2 liters of pop and bag of chips per person Bring your own dessert Unlimited play on playground Free coupon for a return trip to the playground for each child
Punch Cards	\$45.00	\$45.00	\$1.35	\$45.00		10-punch punch card for open play/drop in activities for the price of 9 visits. Staff recommend the listed increase but wait to implement to correspond with increases in open play/drop in rate fee.
Singular Vendors	\$250.00	\$250.00	\$0.00	\$250.00		This is for a singular vendor only. If an event has more than one vendor, fee is based on approximate square footage needed for all vendors.
Tournaments/Special Events	30% to 125% of Prime.	30% to 125% of Prime.	\$ -	30% to 125	% of Prime.	



### MEMORANDUM

DATE: June 10, 2025

TO: Fargo Park Board Commissioners

FROM: Kelly Kisell – Courts Plus

RE: Agenda Item No. 4(c) - Board to approve 2026 Courts Plus Community

Fitness Membership and additional Fees

Attached are the proposed fee schedules for the 2026 Courts Plus fees.

As part of the budget process, we evaluate our current membership and program fees to determine recommendations for fee increases for 2026. As staff we looked at comparable facilities and member/non-member benefit to determine our new fees.

### Proposed Changes for 2026:

- 1. Increase membership fees by 3%
- 2. Widen the gap between member and non-member programs
- 3. Pool Passes for Members

It was recommended at the May 21 Planning committee meeting to bring this request to the full board for consideration and approval.

If you have any questions regarding this memo, please contact me prior to the meeting.

Thank you.

SAMPLE MOTION: I move to approve the Courts Plus membership and additional fees, as presented.

### **Data Driven Fee Recommendation**

### **Short Term / 12 Month Contract**

011011 1011117 12 1	More Territ 12 Money Contract											
Membership	rship 2021		2021 2022 2023			023	2	024	2	025	2026 Budget Recommendation	
	ST	Contract	ST	Contract	ST	Contract	ST	Contract	ST	Contract	ST	Contract
Individual	\$54.83	\$49.34	\$54.83	\$49.34	\$56.66	\$51.00	\$58.31	\$52.48	\$60.06	\$54.06	\$61.88	\$55.69
Dual	\$73.10	\$65.79	\$73.10	\$65.79	\$75.54	\$67.99	\$77.75	\$69.97	\$80.08	\$72.07	\$82.50	\$74.24
Household	\$89.23	\$80.30	\$89.23	\$80.30	\$92.21	\$82.99	\$94.91	\$85.41	\$97.75	\$87.98	\$100.69	\$90.65
Senior	\$54.83	\$43.86	\$54.83	\$43.86	\$56.66	\$45.33	\$58.31	\$46.66	\$60.06	\$48.05	\$61.88	\$49.50
Youth (9-12)	\$44.08	\$38.70	\$44.08	\$38.70	\$45.56	\$41.00	\$46.90	\$42.19	\$48.30	\$43.48	\$49.76	\$44.79

2026	Courts Plus	YMCA	Family Wellness		
Membership	12 Month/Short Term	Monthly	Monthly		
Individual	\$55.69 / \$61.88	\$64	\$65		
Dual	\$74.24 / \$82.50	Х	Х		
Household	\$90.65 / \$100.69	\$96	\$107		
Senior	\$49.50 / \$61.88	\$59	X		
Youth (9-12)	\$44.79 / \$49.76 (9-12)	\$40 (9-17)	Х		
Young Adult (18-29)	Х	\$52	Х		
Monthly Enrollment Fee	Short Term Only				
Individual	\$50	\$60	Х		
Dual	\$50	\$60	Х		
Household	\$50	\$60	Х		
Senior (Individual Rate)	\$50	\$60	X		
youth (Individual Rate)	\$50	\$30 (18-29)	Х		
Childcare					
Hourly Rate per child (2 hour max)	\$5	\$8	\$7.00		
2 children	\$10	\$16	\$8.75		
3+ children	\$15+	\$24	\$10.75		

<sup>\*</sup>YMCA - \$24/month for child care

<sup>\*</sup>Family Wellness - \$35/month extra for child care

Day Rate			
Youth	\$20.00	\$10.00	\$20.00
(with a member)	\$15.00	Х	Х
Adult	\$20.00	\$15.00	\$20.00
(with a member)	\$15.00	Х	Х
Household	\$35.00	\$30.00	\$32.00
(with a member)	\$30.00	Х	Х

### Child Watch Add-On Other Add-Ons

Unlimited Child Watch

Tanning add-on - \$25 per membership

\$27/month 1-2 kids

Monthly Locker Rentals - \$10/\$15 per month

\$32/month 3 kids

Tennis Courts Rentals – \$22 per hour

Schools - \$25 per hour

\$37/month 4+ kids

Playground Fee - \$5 per child (non-member)

<sup>\*</sup>Courts Plus members will get free access to either Madison, North, South or Davies pool. They are able to upgrade to the 4 for 1 or 5 for 1 by paying the difference.

### **Data Driven Fee Recommendation**

member/non-member

	member/non member									
Fargo Park District Historical Pricing	2021	2022	2023	2024	2025	2026 Budget Recommendation				
(List Each Program/Offering)										
KNO	\$8.50/\$20	\$8.50/\$20	\$8.50/\$20	\$10/\$20	\$15/\$25	15/30				
ADC Full Day8am-5pm	\$25/\$35	\$25/\$35	\$25/\$35	\$25/\$35	\$30/\$40	30/45				
ADC Mini	\$8.50/\$20	\$8.50/\$20	\$8.50/\$20	\$10/\$20	\$15/\$25	15/30				
Lil' Slammers	N/A	N/A	N/A	\$17/\$34	\$17/\$34	25/40				
Santa Shuffle	N/A	N/A	\$15/\$25	\$15/\$25	\$15/\$25	15/30				
Bunny Brunch	N/A	N/A	\$10/\$20	\$15/\$25	\$18/\$28	18/33				
Frozen Party	N/A	N/A	N/A	N/A	\$15/\$25	15/30				
Drop In Hourly	N/A	N/A	\$5/\$8.50	\$5/8.50	\$5/8.50	\$6/\$12				

				_
Peer Market Data (Comparable Org.)				
(Identify Peer Orgainizations/Prices)				
Kids Kingdom drop in hourly childcare		\$8-\$10 c	lepending on age	
Family Wellness summer camp weekly rate 9am-4pm			\$205/\$235	
YMCA summer camp weekly rate 9am-4pm			\$199/\$249	
YMCA No school day camp			\$25/\$50	
Family Wellness KNO			\$15/\$20	
YMCA KNO			\$20/\$30	\$5 discount for additional child
Fargo All Stars KNO			\$25	
			FT \$39.50/day	
			+ \$20 start up	
			fee, PT	
			\$41.50/day +	
			\$20 start up	
BGC summer camp 8am-5pm			fee	
			\$5 members	
YMCA Bunny Bash			only	
Easter Bunny Fly In Fargo Air Museum			\$0/\$12.95	
Santa Fly In Fargo Air Museum			\$0/\$10	
Santa at the RRV Zoo			\$12.95	ages 2and under are free
Santa at We Rock the Spectrum			\$15	
WFPD sports sampler			\$55-\$60	
FPD sports sampler			\$75	

Operational Challenges	
(List challneges facing each program impacting fee recommdation)	
staffing	
cost of goods used for programming	
not as many families with small children in our member base	
being consistent throughout all departments to make non member fees be \$15 more per day	

Impact of Market/Program Trends
(List market or program trends impacting fee recommendation for each)
Multiple youth programs offered in the area

try to stay competitive to other facilities and companies while accommodating our members

rates based off comparing our past rates, F/M program/ childcare comparisons

### Program Attendance and Frequency

ADC - Offered M-F June - mid August as well as FPS no-school days during the school year 21 of 25 participants average 2024

ADC mini - 3 sessions/day (8am-11am, 11am-2pm, and 2pm-5pm) offered M-F June-mid August as well as FPS no-school days during the school year 2 of 3 participants per session in 2024

Bunny Brunch - once a year, 46 of 46 participants in 2023, 45 of 46 participants in 2024, 36 of 46 participants in 2025

Santa Shuffle - once a year, 33 of 35 participants in 2023, 24 of 35 participants in 2024

KNO - twice a month, average of 27 of 30 of participants in 2024, average of 21 of 30 participants in 2025

**Lil slammers** - 4-week program once a year 14 of 20 participants in 2024

### Data Driven Fee Recommendation

MXP School Year- 13-18 Year Olds	Member	T				)23	_	024	_	025	Total Badgot IX	ecommendation	
MXP School Year- 13-18 Year Olds		Non-Member	Member	Non-Member	Member	Non-Member	Member	Non-Member	Member	Non-Member	Member	Non-Member	1
	N	İΑ	\$15.00	\$20.00	\$15.00	\$20.00	\$15.00	\$20.00	\$15.00	\$20.00	\$15.00	\$21.00	1
MXP School Year- 7-12 Year Olds	N	۱A	\$10.00	\$15.42	\$10.00	\$15.42	\$10.00	\$15.42	\$10.00	\$15.42	\$11.00	\$17.00	1
Stars School Year 6-13+ Year Olds	ool Year 6-13+ Year Olds NA		\$10.00	\$15.00	\$10.00	\$15.00	\$10.00	\$15.00	\$10.00	\$15.00	\$10.00	\$16.00	1
Stars School Year- 4-5 Year Olds	N	۱A	\$5.00	\$7.50	\$5.00	\$7.50	\$5.00	\$7.50	\$5.00	\$7.50	\$5.00	\$8.00	1
MXP Summer- 13-18 Year Olds	NA		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$16.88	\$15.00	\$18.00	1
MXP Summer- 7-12 Year Olds	١	۱A	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$11.88	\$11.00	\$14.00	1
Stars Summer 6-13+ Year Olds	١	۱A	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$5.00	\$7.50	\$6.00	\$9.00	]
JTT Summer	١	۱A	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$12.50	\$11.00	\$14.00	
Friday Night Lights Tennis	١	۱A	\$500	0/team	\$500	)/team	\$500	0/team	\$500	0/team	\$550	/team	
				_				_					_
Outdoor Adult Tennis Leagues	\$30/S	ummer	\$30/5	Summer	\$30/S	ummer	\$35/5	Summer	\$35/5	Summer	\$35.00	\$40.00	Full Summer Pricing
Indoor Adult Tennis Singles Leagues	\$15.00	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00	\$17.00	\$32.00	\$17.00	\$32.00	\$17.00	\$32.00	
Indoor Adult Tennis Doubles Leagues	\$9.00	\$24.00	\$10.00	\$25.00	\$10.00	\$25.00	\$10.00	\$25.00	\$10.00	\$25.00	\$11.00	\$26.00	
Adult Beginner Tennis Class	\$50.00	\$140.00	\$50.00	\$140.00	\$60.00	\$150.00	\$60.00	\$150.00	\$60.00	\$150.00	\$60.00	\$150.00	PER 6 WEEK SESSION, NOT PER DAY
Red River Open Adult Tennis	Singles	÷ \$55.00	Singles- \$55.00		Singles- \$55.00-\$70.00		Singles- \$5	55.00-\$70.00	Singles- \$55.00-\$70.0		Singles- \$5	5.00-\$75.00	
Tournament	Doubles	s- \$25.00	Double	s- \$25.00	Doubles- \$2	20.00-\$30.00	Doubles-\$	20.00-\$30.00	Doubles-\$	20.00-\$30.00	Doubles- \$20.00-\$30.00		
Red River Open Junior Tennis	River Open Junior Tennis Singles- \$50.00		Singles	s- \$50.00	Singles- \$50.00		Singles	s- \$55.00	Singles	s- \$55.00	Singles- \$58.00		
Tournament	Doubles	s- \$15.00	Double	s- \$15.00	Doubles	s- \$15.00	Double	s- \$15.00	Double	s- \$15.00	Doubles	s- \$15.00	
	Adult Sing	les- \$40.00	Adult Sing	gles- \$40.00	Adult Sing	les- \$40.00	Adult Sing	gles- \$40.00	Adult Sing	gles- \$40.00	Adult Sing	les- \$40.00	Non-Members:
Holiday Tennis Tournament	Adult Doubles- \$20.00		Adult Dou	bles- \$20.00	Adult Doub	oles- \$20.00	Adult Dou	bles- \$20.00	Adult Dou	bles- \$20.00	Adult Doul	oles- \$20.00	\$50 Fee- 2021-2023
Holiday Termis Tournament	Junior Singles- \$35.00		Junior Sin	gles- \$35.00	Junior Sinç	gles- \$35.00	Junior Sin	gles- \$35.00	Junior Sin	gles- \$35.00	Junior Singles- \$35.00		\$60 Fee- 2021-2025
	Junior Dou	bles- \$15.00	Junior Dou	ubles- \$15.00	Junior Dou	bles- \$15.00	Junior Dou	ıbles- \$15.00	Junior Dou	ıbles- \$15.00	Junior Doubles- \$15.00		\$00 Fee- 2024-2023
	Adult Sing	les- \$55.00	Adult Sinç	gles- \$55.00	Adult Sing	les- \$55.00	Adult Sing	gles- \$55.00	Adult Sinç	gles- \$55.00	Adult Sing	les- \$58.00	
USTA Tennis Tournaments	Adult Douk	oles- \$25.00	Adult Dou	bles- \$25.00	Adult Douk	oles- \$25.00	Adult Doubles- \$25.00		Adult Dou	bles- \$25.00	Adult Doul	oles- \$25.00	
	Junior Sinç	gles- \$50.00	Junior Sin	gles- \$50.00	Junior Singles- \$50.00		Junior Singles- \$55.00		Junior Singles- \$55.00		Junior Singles- \$58.00		
	Junior Dou	bles- \$15.00	Junior Dou	ubles- \$15.00	Junior Dou	bles- \$15.00	Junior Dou	ıbles- \$15.00	Junior Dou	bles- \$15.00	Junior Doubles- \$15.00		
													_ _
Pickleball Express	١	NA .		NA	\$30.00	\$80.00	\$30.00	\$85.00	\$30.00	\$90.00	\$35.00	\$95.00	Per 4 Week Session
Adult 5on5 Basketball League	\$10.00	\$50.00	\$10.00	\$50.00	\$10.00	\$50.00	\$10.00	\$50.00	\$10.00	\$50.00	\$15.00	\$55.00	Per 10 Week League
													_
Full Court Basketball Rental	\$50 p	er hour	\$50 p	er hour	\$50 p	er hour	\$50 p	er hour	\$50 p	er hour	\$50 pc	er hour	
Studio A Rental			\$50 p	oer hour	\$50 p	er hour	\$50 p	er hour	\$50 p	er hour	\$50 pc	er hour	]
Studio B Rental	\$25 p	er hour	\$25 p	per hour	\$25 p	er hour	\$25 p	er hour	\$25 p	er hour	\$25 pc	er hour	]
Meeting Room Rental	\$50 p	er hour	\$50 p	per hour	<u> </u>	er hour		\$50 per hour		er hour		er hour	]
Playground Party	\$114.75	\$135.00	\$119.00	\$140.00	\$123.25	\$145.00	\$123.25	\$145.00	\$123.25	\$145.00	\$127.50	\$150.00	2 Hour Pricing
Private Playground Party	\$255.00	\$300.00	\$255.00	\$300.00	\$255.00	\$300.00	\$255.00	\$300.00	\$255.00	\$300.00	\$297.50	\$350.00	15% Discount-
Sports & Inflatable Party	\$136.00	\$160.00	\$140.25	\$165.00	\$144.50	\$170.00	\$144.50	\$170.00	\$144.50	\$170.00	\$144.50	\$170.00	Members
Ninja Party	\$170.00	\$200.00	\$170.00	\$200.00	\$170.00	\$200.00	\$170.00	\$200.00	\$170.00	\$200.00	\$170.00	\$200.00	Piembers

#### YOUTH & JUNIOR TENNIS 2024-2029

	YOUTH & JUNIOR	<b>TENNIS 2024-2025</b>					
	MXP-7-18 Year Olds	Stars- 4-13+ Year Olds Monday-Friday	Stars- 4-13+ Year Olds Saturdays				
Winter Session I- 2025	12 Weeks- 24 Days	6 Weeks- 6 Days	5 Weeks- 5 Days				
Willier Session 1- 2025		46	47				
Winter Session II- 2025	84	6 Weeks- 6 Days	5 Weeks- 5 Days				
Winter Session II- 2025		46	49				
Spring Seeding 2025	MXP- 7-12 Year Olds	Stars- 4-13+ Year Olds Monday-Friday	Stars- 4-13+ Year Olds Saturdays				
Spring Session 2025	6 Weeks- 12 Days	6 Weeks- 6 Days	5 Weeks- 5 Days				
	29	46	51				
	MXP-7-18 Year Olds	Stars- 4-13 <sup>,</sup> Monday	+ Year Olds <sub>/</sub> -Friday				
	8 Weeks- 32 Days	4 Weeks	s- 8 Days				
Summer Session I- 2024	94	140					
Summer Session II- 2024	94	9	8				
Fall Session I- 2024	MXP- 7-12 Year Olds	Stars- 4-13+ Year Olds Monday-Friday	Stars- 4-13+ Year Olds Saturdays				
Faii Session I- 2024	4 Weeks- 8 Days	4 Weeks- 4 Days	4 Weeks- 4 Days				
	20	44	52				
Fall Session II- 2024	MXP- 7-18 Year Olds	Stars- 4-13+ Year Olds Monday-Friday	Stars- 4-13+ Year Olds Saturdays				
rali Session II- 2024	8 Weeks- 14 Days	8 Weeks- 8 Days	5 Weeks- 5 Days				
	83	47	51				
TOTALS	310	7′	17				

### **ADULT 5-on-5 BASKETBALL LEAGUES**

10 Week Leagues	Players	Teams
Winter/Spring 2025	205	28
Fall 2024	226	28

### PICKLEBALL EXPRESS 2024-2025

	101	201	301	TOTAL
4 Week Sessions	101	201	301	IOTAL
Winter Session I- 2025	14	16	14	44
Winter Session II- 2025	16	14	12	42
Winter Session III- 2025	9	15	16	40
Spring Session I- 2025	5	16	16	37
Spring Session II- 2025	16	8	15	39
Summer Session I- 2024	16	-	-	16
Summer Session II- 2024	18	-	_	18
Summer Session III- 2024	35	-	-	35
Fall Session I- 2024	18	18	-	36
FallSession II- 2024	18	18	-	36
Fall Session III- 2024	16	16	-	32
Fall Session IV- 2024	10	16	-	26
TOTALS	191	137	73	401



### **MEMORANDUM**

DATE:

June 10, 2025

TO:

Fargo Park Board Commissioners

FROM:

Rocky Papachek, Golf Director

RE:

Agenda Item 4(d) – Proposed Golf Fees for 2026

Attached are the proposed 2026 golf green fees and golf season pass fees as approved by the Planning Committee. The proposed fees are based on analysis of our operational costs for our golf courses, research of comparable public golf course rate in the region and identifying trends in the industry due to the popularity of the game and the demand we continue to see since the pandemic.

Key updates relating to 2026 Green Fees:

- 1.) Increase of 4% for all green fees and cart rider fees rounded to the nearest whole number.
- 2.) No increase in range bucket prices or foot golf.
- 3.) Prices include 7.75% sales tax.

Key updates relating to 2026 Season Passes:

- 1.) Increase of 6% for all season passes excluding senior passes which increase 4%.
- 2.) Prices rounded to the nearest \$5.00 increment.
- 3.) Prices include 7.75% sales tax.

Thank you for your consideration.

SAMPLE MOTION: I move to approve the 2026 golf fees, as presented.

	2021	2022	2023	2024	2025	4.00%	Proposed
2026 Proposed Green Fees	2021	2022	2023	2024	2025	4.00%	2026
	Price	Price	Price	Price	Price	Increase	Price
Adult Green Fees							
Edgewood & Rose Creek							
Edgewood & Rose Creek Prime	\$35.25	\$36.25	\$37.75	\$39.75	\$43.00	\$44.72	\$45.00
Edgewood & Rose Creek Non-Prime (M-F open-10:00 am)	\$28.00	\$28.75	\$30.00	\$31.50	\$34.00	\$35.36	\$35.00
Edgewood & Rose CreekTwilight(2-1/2 hours before dusk) & 9 hole	\$22.75	\$23.25	\$24.25	\$25.50	\$27.50	\$28.60	\$29.00
Osgood							
Osgood, Always	\$20.25	\$20.75	\$21.50	\$22.50	\$24.25	\$25.22	\$25.00
Osgood, 3-hole loop				\$6.00	\$6.00	\$6.24	\$6.00
Prairiewood						1000	
Prairiewood Always	\$16.00	\$16.50	\$17.25	\$18.00	\$19.50	\$20.28	\$20.00
El Zagal	Tree of the		HE WAY				
El Zagal Always	\$11.75	\$12.00	\$12.50	\$13.25	\$14.25	\$14.82	\$15.00
Senior Green Fees (ages 62 & over)							
Edgewood & Rose Creek						S 150	Part I
Edgewood & Rose Creek Always	\$24.75	\$25.50	\$26.50	\$29.75	\$34.50	\$35.88	\$36.00
Osgood					HAR	Bell of	
Osgood Always	\$14.25	\$14.50	\$15.00	\$17.00	\$19.50	\$20.28	\$20.00
Prairiewood							TO THE REAL PROPERTY.
Prairiewood Always	\$11.25	\$11.50	\$12.00	\$13.50	\$15.50	\$16.12	\$16.00
El Zagal	The same of the sa			720.00	¥20.00		
El Zagal Always	\$8.25	\$8.50	\$8.75	\$10.00	\$11.50	\$11.96	\$12.00
Junior Restricted Green Fees	70.20	7		VIII.			
Edgewood / Rose Creek (ages)	(7 - 18)	(7 - 18)	(7 - 18)	(3 - 18)	(3 - 18)		
Edgewood & Rose Creek Always	\$23.00	\$23.50	\$24.50	\$25.75	\$25.75	\$26.78	\$26.00
9 Hole Courses	\$23.00	\$23.30	\$24.50	\$25.75	\$25.75	\$20.78	\$20.00
Osgood	\$13.25	\$13.50	\$14.00	\$14.75	\$14.75	\$15.34	\$15.00
Prairiewood	\$13.25	\$13.50	\$14.00	\$14.75	\$14.75	\$13.34	\$13.00
El Zagal	\$7.50	\$7.75	\$8.00	\$8.50	\$8.50	\$8.84	\$9.00
Cart Rider Fees	٧,٠٥٥	٠,,,٥	\$6.00	20.50	20.50	70.04	\$5.00
Edgewood & Rose Creek 18 holes (EW & RC)	\$16.50	\$17.00	\$17.75	\$18.75	\$20.25	\$21.06	\$21.00
9 holes (EW, RC, OS, PW)	\$10.25	\$17.00	\$11.00	\$10.73	\$12.50	\$13.00	\$13.00
9 holes (EZ only)	\$8.25	\$8.50	\$8.75		\$10.00	\$10.40	\$10.00
Osgood Trail Fee	\$240.00	\$245.00		\$300.00	\$350.00	\$364.00	\$365.00
Range Buckets	72.0.00	72.5.00	722 117 3	7220.00	7223.00	,50,1100	
Warm Up Bucket		\$3.00	\$3.00				
Small Bucket (34 balls)	\$3.50	\$4.00	\$4.00	\$5.00	\$5.00		\$5.00
Medium Bucket (68 balls)	\$7.00	\$8.00	\$8.00	\$10.00	\$10.00		\$10.00
Large Bucket (102 balls)	\$10.50	\$12.00	\$12.00	\$15.00	\$15.00		\$15.00
Foot Golf at El Zagal	710.50	712.00	712.00	J13.00	713.00	· ·	Ţ13.00
Adults (anyone over 18)	\$7.75	\$8.00	\$8.00	\$8.00	\$8.00		\$8.00
							\$5.00
Juniors - restricted hours (ages 4-18)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00		\$5.00

El Zagal \$ 175 \$ 200 \$ 230 \$ 250 \$ 310 \$ 329 \$ 330 \$ 20    Junior Restricted   \$ 275 \$ 330 \$ 375 \$ 435 \$ 500 \$ 530 \$ 530 \$ 30 \$ 30    Edgewood (ages 7-18) \$ 240 \$ 290 \$ 330 \$ 385 \$ 440 \$ 5 466 \$ 465 \$ 25    Rose Creek (ages 7-18) \$ 240 \$ 290 \$ 330 \$ 385 \$ 440 \$ 5 466 \$ 465 \$ 25    Par 3 (all 3 9-hole courses) \$ 185 \$ 500 \$		-										Leave						
Adult (Unrestricted)   September   Price   P		H	_	H	_	₽		┡		L		4% Increase	6	% Increase	_			
Series   S	2026 Proposed Season Passes			1		1										2026		•
Edgewood	Adult (Unrestricted)																1	757
Rose Creek	5 Fore 1 (all 5 courses)	\$	780		800	\$	855	\$	925	\$	1,000		\$	1,060	\$	1,060	\$	60
Par 3 (all 3 9 shole courses)	Edgewood	\$	680	\$	700	\$	755	\$	815	\$	880		\$	933	\$	935	\$	55
Septical	Rose Creek	\$	680	\$	700	\$	755	\$	815	\$	880		\$	933	\$	935	\$	55
Prairiewood   S   395   S   405   S   435   S   470   S   510   S   541   S   540   S   205   205   205   S   330	Par 3 (all 3 9-hole courses)	\$	525	\$	545	\$	585	\$	630	\$	680		\$	721	\$	720	\$	40
El Zagal	Osgood	\$	455	\$	470	\$	510	\$	550	\$	595		\$	631	\$	630	\$	35
Segond ABC Loop - Ages 19 - 99	Prairiewood	\$	395	\$	405	\$	435	\$	470	\$	510		\$	541	\$	540	\$	30
Floureshold findules 108/ discount on 2 adults & Free junior passes	El Zagal	\$	295	\$	305	\$	330	\$	355	\$	385		\$	408	\$	410	\$	25
Store   Call Scourses   St. 1,400   St. 1,435   St. 1,550   St. 1,665   St. 1,800   St. 1,908   St.	Osgood ABC Loop - Ages 19 - 99+	T		\$	155	\$	165	\$	180	\$	195		\$	207	\$	210	\$	15
Edgewood	Household (includes 10% discount on 2 adults & free j	unio	r passe	es)														
Rose Creek	5 Fore 1 (all 5 courses)	\$	1,400	\$	1,435	\$	1,550	\$	1,665	\$	1,800		\$	1,908	\$	1,910	\$	110
Par 3 (all 3 9-hole courses)	Edgewood	\$	1,225	\$	1,260	\$	1,360	\$	1,465	\$	1,585		\$	1,680	\$	1,680	\$	95
Osgood	Rose Creek	\$	1,225	\$	1,260	\$	1,360	\$	1,465	\$	1,585		\$	1,680	\$	1,680	\$	95
Pairiewood   S 710   S 730   S 790   S 845   S 920   S 975   S 975   S 975   S 55	Par 3 (all 3 9-hole courses)	\$	945	\$	975	\$	1,055	\$	1,135	\$	1,225		\$	1,299	\$	1,300	\$	75
Figure   Signal   S	Osgood	\$	815	\$	840	\$	905	\$	990	\$	1,075		\$	1,140	\$	1,140	\$	65
Senior (ages 62 and over)	Prairiewood	\$	710	\$	730	\$	790	\$	845	\$	920		\$	975	\$	975	\$	55
S   Fore 1 (all 5 courses)	El Zagal	\$	525	\$	545	\$	590	\$	640	\$	695		_	737	\$	735	\$	40
S   Fore 1 (all 5 courses)	Senior (ages 62 and over)																	
Edgewood		T\$	545	\$	560	\$	605	\$	650	\$	800	\$ 832			\$	830	\$	30
Rose Creek	Edgewood	\$	480	\$	490	\$	530		570	\$	705	\$ 733			\$	735	\$	30
Par 3 (all 3 9-hole courses)	Rose Creek	_	480	\$	490	\$	530		570	\$	705	\$ 733			\$	735	\$	30
Osgood         \$ 320 \$ 330 \$ 350 \$ 355 \$ 385 \$ 385 \$ 475 \$ 494 \$ 94 \$ 95 \$ 20           Prairiewood         \$ 275 \$ 285 \$ 380 \$ 310 \$ 330 \$ 410 \$ 426 \$ 942 \$ 915           El Zagal         \$ 205 \$ 215 \$ 285 \$ 385 \$ 310 \$ 330 \$ 410 \$ 426 \$ 932 \$ 910           Intermediate (Unrestricted) (ages 13-23)         ***           5 Fore 1 (all 5 courses)         \$ 470 \$ 525 \$ 600 \$ 500 \$ 500 \$ 500 \$ 800 \$ \$ 848 \$ 850 \$ 500           Edgewood         \$ 410 \$ 460 \$ 530 \$ 500 \$ 500 \$ 705 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 410 \$ 460 \$ 530 \$ 700 \$ 705 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 315 \$ 360 \$ 410 \$ 450 \$ 530 \$ 700 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 315 \$ 360 \$ 410 \$ 450 \$ 530 \$ 700 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 315 \$ 360 \$ 410 \$ 450 \$ 530 \$ 700 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 10 \$ 460 \$ 530 \$ 700 \$ 705 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 10 \$ 460 \$ 530 \$ 700 \$ 705 \$ 705 \$ 705 \$ 747 \$ 750 \$ 45           Rose Creek         \$ 10 \$ 460 \$ 360 \$ 300 \$ 300 \$ 500 \$ 705 \$ 705 \$ 705 \$ 705 \$ 705 \$ 707 \$ 7	Par 3 (all 3 9-hole courses)	-	370	\$	380	_	410		440	\$	545	\$ 567			\$	565	\$	20
El Zagal   \$ 205   \$ 215   \$ 230   \$ 250   \$ 310   \$ 322   \$ 320   \$ 320   \$ 10   Intermediate (Unrestricted) (ages 13-23)  5 Fore 1 (all 5 courses)   \$ 470   \$ 525   \$ 600   \$ 650   \$ 800   \$ 848   \$ 850   \$ 500   \$ 650   \$ 800   \$ 848   \$ 850   \$ 500   \$ 800	Osgood	<del>-</del>	320	\$	330	\$	355	_	385	\$	475	\$ 494			\$	495	\$	20
Intermediate (Unrestricted) (ages 13-23)   S	Prairiewood	\$	275	\$	285	\$	310	\$	330	\$	410	\$ 426			\$	425	\$	15
S Fore 1 (all 5 courses)	El Zagal	1\$	205	\$	215	\$	230	\$	250	\$	310	\$ 322			\$	320	\$	10
S Fore 1 (all 5 courses)	Intermediate (Unrestricted) (ages 13-23)															1		
Edgewood         \$ 410         \$ 460         \$ 530         \$ 770         \$ 775         \$ 747         \$ 750         \$ 45           Rose Creek         \$ 410         \$ 460         \$ 530         \$ 570         \$ 705         \$ 747         \$ 750         \$ 45           Par 3 (all 3 9-hole courses)         \$ 315         \$ 360         \$ 410         \$ 440         \$ 545         \$ 578         \$ 580         \$ 35           Osgood         \$ 275         \$ 310         \$ 355         \$ 385         \$ 475         \$ 504         \$ 505         \$ 30           Prairiewood         \$ 275         \$ 310         \$ 355         \$ 330         \$ 410         \$ 435         \$ 435         \$ 435         \$ 50         \$ 30           Prairiewood         \$ 275         \$ 310         \$ 300         \$ 30         \$ 410         \$ 435         \$ 435         \$ 435         \$ 25           I Zagal         \$ 275         \$ 330         \$ 375         \$ 435         \$ 500         \$ 330         \$ 30         \$ 30           Edgewood (ages 7-18)         \$ 275         \$ 330         \$ 375         \$ 435         \$ 466         \$ 465         \$ 25           Rose Creek (ages 7-18)         \$ 240         \$ 290         \$ 330         \$ 385		Ιŝ	470	\$	525	\$	600	\$	650 l	\$	800		\$	848	\$	850	\$	50
Rose Creek \$ 410 \$ 460 \$ 530 \$ 570 \$ 705 \$ \$ 747 \$ 750 \$ 45 Par 3 (all 3 9-hole courses) \$ 315 \$ 360 \$ 410 \$ 440 \$ 545 \$ \$ 558 \$ 578 \$ 580 \$ 35 Osgood \$ 275 \$ 310 \$ 355 \$ 385 \$ 475 \$ \$ 504 \$ 505 \$ 30 Prairiewood \$ 240 \$ 270 \$ 305 \$ 330 \$ 410 \$ \$ 440 \$ 540 \$ \$ 545 \$ \$ 504 \$ 505 \$ 30 Prairiewood \$ 240 \$ 270 \$ 305 \$ 330 \$ 410 \$ \$ 435 \$ 504 \$ 505 \$ 30 Prairiewood \$ 240 \$ 270 \$ 305 \$ 330 \$ 410 \$ \$ 435 \$ 504 \$ 505 \$ 30 Prairiewood \$ 240 \$ 275 \$ 300 \$ 230 \$ 250 \$ 310 \$ \$ 329 \$ 330 \$ 20 Prairiewood \$ 275 \$ 330 \$ 375 \$ 330 \$ 500 \$ \$ 320 \$ 500 \$ \$ 330 \$ 500 \$ \$ 505 \$ 500 \$ 505 \$ 500 \$ 505 \$ 500 \$ 505 \$	Edgewood	-	410	_		_	530			_	705			747	\$	750	\$	45
Osgood       \$ 275       \$ 310       \$ 355       \$ 385       \$ 475       \$ 504       \$ 505       \$ 30         Prairiewood       \$ 240       \$ 270       \$ 305       \$ 330       \$ 410       \$ 435       \$ 435       \$ 25         El Zagal       \$ 175       \$ 200       \$ 230       \$ 250       \$ 310       \$ 329       \$ 330       \$ 20         Junior Restricted         5 Fore 1 (all 5 courses) (9 hole courses unrestricted)       \$ 275       \$ 330       \$ 375       \$ 435       \$ 500       \$ 530       \$ 530       \$ 30         Ledgewood (ages 7-18)       \$ 240       \$ 290       \$ 330       \$ 385       \$ 440       \$ 466       \$ 465       \$ 25         Rose Creek (ages 7-18)       \$ 240       \$ 290       \$ 330       \$ 385       \$ 440       \$ 466       \$ 465       \$ 25         Prai 3 (all 3 9-hole courses)       \$ 185       \$ 185       \$ 180       \$	Rose Creek	-	410	_	460	_		_	570	_	705		\$	747	\$	750	\$	45
Osgood       \$ 275       \$ 310       \$ 355       \$ 385       \$ 475       \$ 504       \$ 505       \$ 30         Prairiewood       \$ 240       \$ 270       \$ 305       \$ 330       \$ 410       \$ 435       \$ 435       \$ 25         El Zagal       \$ 175       \$ 200       \$ 230       \$ 250       \$ 310       \$ 329       \$ 330       \$ 20         Junior Restricted         5 Fore 1 (all 5 courses) (9 hole courses unrestricted)       \$ 275       \$ 330       \$ 375       \$ 435       \$ 500       \$ 530       \$ 530       \$ 30         Ledgewood (ages 7-18)       \$ 240       \$ 290       \$ 330       \$ 385       \$ 440       \$ 466       \$ 465       \$ 25         Rose Creek (ages 7-18)       \$ 240       \$ 290       \$ 330       \$ 385       \$ 440       \$ 466       \$ 465       \$ 25         Prai 3 (all 3 9-hole courses)       \$ 185       \$ 185       \$ 180       \$	Par 3 (all 3 9-hole courses)	\$	315	\$	360	\$	410	\$	440	\$	545	*	\$	578	\$	580	\$	35
Prairiewood \$ 240 \$ 270 \$ 305 \$ 330 \$ 410 \$ \$ 435 \$ 435 \$ 25 El Zagal \$ \$ 175 \$ 200 \$ 230 \$ 250 \$ 310 \$ \$ 329 \$ 329 \$ 330 \$ 20 \$ 20 \$ 20 \$ 20 \$ 20 \$ 20 \$ 2	Osgood	-	275	\$	310	\$	355	\$	385		475			504	\$	505	\$	30
El Zagal \$ 175 \$ 200 \$ 230 \$ 250 \$ 310 \$ \$ 329 \$ 330 \$ 20 \$ 100 \$	Prairiewood	\$	240	\$	270	\$	305	\$	330	\$	410		_	435	\$	435	\$	25
Section   Fore   (all 5 courses) (9 hole courses unrestricted)   \$ 275   \$ 330   \$ 375   \$ 435   \$ 500   \$ 530   \$ 530   \$ 30	Ei Zagal	<del>.                                      </del>	175	\$	200	\$	230	\$	250	\$	310		\$	329	\$	330	\$	20
Edgewood (ages 7-18) \$ 240 \$ 290 \$ 330 \$ 385 \$ 440 \$ \$ 466 \$ 465 \$ 25 Rose Creek (ages 7-18) \$ 240 \$ 290 \$ 330 \$ 385 \$ 440 \$ \$ 466 \$ 465 \$ 25 Par 3 (all 3 9-hole courses) \$ 185 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Junior Restricted									Ė			Ė			-		
Edgewood (ages 7-18) \$ 240 \$ 290 \$ 330 \$ 385 \$ 440 \$ \$ 466 \$ 465 \$ 25 Rose Creek (ages 7-18) \$ 240 \$ 290 \$ 330 \$ 385 \$ 440 \$ \$ 466 \$ 465 \$ 25 Par 3 (all 3 9-hole courses) \$ 185 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	5 Fore 1 (all 5 courses) (9 hole courses unrestricted)	\$	275	\$	330	\$	375	\$	435	\$	500		\$	530	\$	530	\$	30
Rose Creek (ages 7-18)       \$ 240       \$ 290       \$ 330       \$ 385       \$ 440       \$ 466       \$ 465       \$ 25         Par 3 (all 3 9-hole courses)       \$ 185									_	_							_	25
Par 3 (all 3 9-hole courses)       \$ 185		_		_		_	_	_	$\overline{}$	Ś					_		\$	
Osgood (ages 5 - 18) (ABC holes age 4 - 18)       \$ 160		_		Ė		Ė		_		Ť			Ė					
Prairiewood (ages 4 - 18)       \$ 140		_																i
El Zagal (ages 4 - 18) \$ 95	- , - , - , - , - , - , - , - , - , - ,										T							
Junior Unrestricted           Par 3 (all 3 9-hole courses) (See course ages)         \$ 225         \$ 255         \$ 295         \$ 340         \$ 360         \$ 360         \$ 20           Osgood (ages 5-18)         \$ 195         \$ 225         \$ 260         \$ 300         \$ 318         \$ 320         \$ 20           Prairiewood (ages 4 - 18)         \$ 170         \$ 190         \$ 220         \$ 255         \$ 270         \$ 270         \$ 15		_	_			Т												
Par 3 (all 3 9-hole courses) (See course ages)       \$ 225 \$ 255 \$ 295 \$ 340       \$ 360 \$ 360 \$ 20         Osgood (ages 5-18)       \$ 195 \$ 225 \$ 260 \$ 300       \$ 318 \$ 320 \$ 20         Prairiewood (ages 4 - 18)       \$ 170 \$ 190 \$ 220 \$ 255       \$ 255 \$ 255 \$ 270 \$ 270 \$ 15	Junior Unrestricted	<u> </u>	7 1			N						E WIFE DRIE	1			P 12-71		
Osgood (ages 5-18)       \$ 195       \$ 225       \$ 260       \$ 300       \$ 318       \$ 320       \$ 20         Prairiewood (ages 4 - 18)       \$ 170       \$ 190       \$ 220       \$ 255       \$ 270       \$ 270       \$ 15			1	Ś	225 l	\$	255 l	Ś	295	\$	340		Ś	360	\$	360	\$	20
Prairiewood (ages 4 - 18) \$ 170 \$ 190 \$ 220 \$ 255 \$ \$ 270 \$ 270 \$ 15													_					
FL/agal & Usgood ABULLOOD (age 4-1X)	El Zagal & Osgood ABC Loop (age 4-18)			\$	100		110		165		195		\$	207		210		15

### **Golf Course Comparison Highlights**

Green Fees	FPD - 2025	Sioux Falls			Moorhead		ings Walk - GF	Maple River
Weekday - 18 holes	\$ 34.00	\$	41.00	\$	38.00	\$	40.00	\$ 37.00
Weekend - 18 holes	\$ 43.00	\$	47.00	\$	38.00	\$	50.00	\$ 45.00
9 holes - Weekday	\$ 27.50	\$	28.00	\$	25.00	\$	25.00	\$ 23.00
9 holes - Weekend	\$ 27.50	\$	35.00	\$	25.00	\$	30.00	\$ 27.00
Senior	\$ 34.50			S	ame as 9 hole			

Cart Fees					
18 holes	\$ 20.25	\$ 23.00	\$ 19.00	\$ 23.00	\$ 25.00
9 holes	\$ 12.50	\$ 15.00	\$ 12.00	\$ 13.00	\$ 16.00

Passes	5 fore 1	3 Courses	2 Courses	1 course	1 course
Adult	\$ 1,000.00	\$ 1,195.00	\$ 850.00	\$ 1,150.00	\$ 900.00
Senior	\$ 800.00	\$ 995.00	\$ 650.00	\$ 1,050.00	\$ 800.00
Household	\$ 1,800.00	\$ 1,620.00	\$ 1,325.00	\$ 1,650.00	\$ 1,350.00
Intermediate	\$ 800.00	\$ 470.00	\$ 650.00	\$ 595.00	\$ 650.00
Jr. Restricted	\$ 500.00	\$ 350.00	\$ 300.00	\$ 250.00	\$ 400.00

restricted times - before 1 p.m. weekday and after 4 p.m. on weekends until 10 a.m. Mon - Thurs.

### Green Fee Rates and Pass Programs of Competition

	ř			D	- 11	Ī E.	
				Passe	es (1	1	equent
			Cart	cour	se/2	P	Player
City of Moorhead - Village Green and Meadows	Gre	en Fees	Fees/Person	cour	ses)	(	Card
9 holes	\$	25.00					
18 holes	\$	38.00					
Junior and Senior Weekday- 9 holes	\$	17.00					
Junior and Senior Weekday - 18 holes	\$	26.00					
Junior and Senior Weekend - 9 holes	\$	17.00					
Junior and Senior Weekday - 18 holes	\$	26.00					
9 holes			\$ 12.00		l l		
18 holes			\$ 19.00				
Frequent Player Card - Discount off green fees \$3 off							
9 holes and \$5 off 18 holes						\$	40.00
Junior Restricted - 2 courses				\$	300.00		
Restricted College Pass - before 3 pm on weekdays							
and after 2 pm on weekends				\$5	550/650		
Senior(age 62 and older) - must tee off before 1 pm					Ĭ		
on weekdays and after 4 pm on weekend				\$5	550/650		
Unrestricted Adult Pass				\$7	50/850		
Household Pass - 2 adults and up to 6 youth				\$1,225	/\$1,325		
Golf Pass - unlimited golf at both courses, driving							
range balls and cart rental				\$ 1	,700.00		

Maple River Golf Club		
Green Fees	Rate	Passes
Weekday 9 holes	\$ 23.00	
Weekday 18 holes	\$ 37.00	
Weekend 9 holes	\$ 27.00	
Weekend 18 holes	\$ 45.00	
Junior 9 holes Weekday	\$ 10.00	
Junior 18 holes Weekday	\$ 16.00	
Junior 9 holes Weekend	\$ 12.00	
Junior 18 holes Weekend	\$ 19.00	
Cart Rental per seat - 9 holes	\$ 16.00	
Cart Rental per seat - 18 holes	\$ 25.00	
Range - per token	\$ 5.00	
Single - unrestricted for persons ages 31+		\$ 900.00
Intermediate Ages 22 - 30		\$ 650.00
Couple - unrestricted		\$ 1,150.00
Family - children under 22		\$ 1,350.00
Senior - unrestricted 55+		\$ 800.00
Junior 22 and under		\$ 400.00
Corporate - 40 rounds with cart		\$ 1,875.00
Corporate - 40 rounds without cart		\$ 1,325.00

City of Sioux Falls - 3 courses Elmwood - 27 holes,	T		T		T		Г	
Prairie Green - 18 holes and Kuehn Park - 9 hole			l <sub>c</sub>	art Season				
Executive Course		Passes	"	Pass		Range Passes		
All City All Time	1\$	1,195.00	t		t		1	
All City Weekday	1\$	870.00	1		t		1	
All City Senior All Time (65+)	\$	995.00	t		t		1	
All City Senior Weekday (65+)	\$	720.00	╁		t		1	
Young Executive All Time (24-40)	\$	850.00	t		H		1	
Young Executive Weekday(24 - 40)	\$	620.00	t		H		1	
Student All Time (19 - 23)	\$	470.00	$\vdash$		t		1	
Youth (18 and under)	\$	350.00	i		t		1	
Kuehn Park & East Course All Time	1\$	575.00	H		╁		1	
Super Senior (+85)	ΤΨ	Free	$\vdash$		╁		1	
Add spouse to any Season Pass	\$	350.00	$\vdash$		-		1	
Add Spouse/Family to any Season Pass	\$	425.00	╁		╁		1	
	\$	275.00	⊢		╁			
Add Spouse/Family to Kuehn Park & East Course	1 \$	2/5.00	4	550.00	1		-	
Cart Season Pass - 9 hole Weekday	+		\$	725.00	-		1	
Cart Season Pass - 18 hole Weekday			\$		H			
Cart Season Pass - All Time	$\vdash$		\$	850.00	┝			
Cart Season Pass - 18 Hole All Time Couple/Family	╀		\$	1,165.00	ļ.,	470.00		
Unlimited Range Adult Pass	ļ_		L		\$	470.00		
Unlimited Family Pass	<u> </u>		_		\$	520.00	1	
Unlimited Junior Pass	₩		_		\$	375.00	_	
Oraca Face	۱.	-lmauu o o d	Dr.	niria Craan		Kuchn Dark	؍ ا	East Course
Green Fees	+	Imwood	-	airie Green		Kuehn Park	_	
Weekday - 9 holes	\$	28.00	\$	28.00	\$	22.00	_	24.0
Weeday - 18 holes	\$	41.00	\$	41.00	\$	29.00	\$	
Weekend - 9 holes	\$	35.00	\$	35.00	\$	24.00	\$	25.0
Weekend - 18 holes	\$	47.00	\$	47.00	\$	31.00	\$	35.0
Twilight 18 - includes cart	\$	45.00	\$	45.00	L		<u> </u>	
Golf Cart Rental Per Seat	ТЕ	Imwood	Pra	airie Green		Kuehn Park	i	
9 holes	\$	15.00	\$	15.00	\$	14.00		
18 holes	\$	23.00	\$	23.00	\$	22.00		
Single Cart Rider(Added to Daily Fee)	Ť		Ť		Ť		Ā	
9 Holes	\$	5.00	\$	5.00	\$	5.00		
18 holes	\$	10.00	\$	10.00	\$	10.00		
Driving Range		Rate						
1 Token	\$	8.00						
2 Tokens	\$	11.00						
3 Tokens	\$	14.00						
				Cart				

			Cart
Kings' Walk - City of Grand Forks PD	Gree	n Fees	Fees/Person
Weekend - Friday - Sunday - 18 holes	\$	50.00	

9 holes/Twilights(5 pm daily)  Weekday - Monday - Thursday 18 holes  9 holes  Twilight  Student/Active Military-18 holes(plus tax)  Junior - 9 holes  Junior - 18 holes  Golf Carts - 9 holes  Golf Carts - 18 holes  Passes - rates do not include tax  Adult	\$ \$ \$ \$ \$	30.00 40.00 25.00 30.00 36.00 14.00 22.00	\$	12.00
9 holes Twilight Student/Active Military-18 holes(plus tax) Junior - 9 holes Junior - 18 holes Golf Carts - 9 holes Golf Carts - 18 holes Passes - rates do not include tax	\$ \$ \$ \$	25.00 30.00 36.00 14.00		12.00
Twilight Student/Active Military-18 holes(plus tax) Junior - 9 holes Junior - 18 holes Golf Carts - 9 holes Golf Carts - 18 holes Passes - rates do not include tax	\$ \$ \$	30.00 36.00 14.00		12.00
Student/Active Military-18 holes(plus tax) Junior - 9 holes Junior - 18 holes Golf Carts - 9 holes Golf Carts - 18 holes  Passes - rates do not include tax	\$	36.00 14.00		12.00
Junior - 9 holes Junior - 18 holes Golf Carts - 9 holes Golf Carts - 18 holes  Passes - rates do not include tax	\$	14.00		12.00
Junior - 18 holes Golf Carts - 9 holes Golf Carts - 18 holes  Passes - rates do not include tax	\$			12.00
Golf Carts - 9 holes Golf Carts - 18 holes Passes - rates do not include tax		22.00		12.00
Golf Carts - 18 holes  Passes - rates do not include tax				12.00
Passes - rates do not include tax			\$	13.00
				23.00
		Passes	ĺ	
IAUUU	\$	1,150.00		
Adult & Spouse	·	1,375.00		
Family - Kids up to 23 included	·	1,650.00		
Senior - Non-restricted (60+)	÷	1,050.00		
Senior Restricted - Anytime Monday - Friday, after	Ψ	1,000.00		
noon on Saturday and Sunday	\$	875.00		
	_	1,295.00		
A.M. Players Season Pass - Tee off before noon	Ψ_	1,200.00		- 1
	\$	875.00		
	\$	595.00		
` '	\$	250.00		
` · · · · ·	\$	175.00		
10 Round Punch Card		ate + tax		
	\$	230.00		- 1
18 holes	\$	360.00		
Driving Range		Rate		
Small	\$	5.00		
Medium	\$	10.00		- 1
Large	\$	13.00		
X-Large	\$	15.00		



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

DATE: May 28, 2025

TO: Fargo Park Board Committee Members

FROM: Paul Grindeland, Executive Director of VSS

RE: Agenda Item 4(e) – Valley Senior Services Proposed 2026 Fees

Valley Senior Services (VSS) has three main programs: Nutrition, Transit and Resource. As a reminder, VSS receives state and national funding for nutrition and transit based on a July through June funding cycle. All other funding, such as mill levy allocations, are based on a calendar year. Due to the timing of reimbursements for nutrition and transit fees, proposed VSS fee changes have often been brought to the Board throughout the year. We are bringing you an update to create transparency and alignment to the overall park district budget process.

#### **Nutrition Suggested Donation:**

For an eligible individual (meaning 60 years of age or older, or the spouse of someone 60+) we have a suggested donation of \$4 per meal. If someone is not eligible, they must pay the full cost of the meal which is \$11.75. (For example, if an adult son or daughter wanted to attend with their parents, they are free to do so they would just need to pay the full cost). Eligible participants can donate what they are comfortable with, and their contributions are confidential as required under our contract with health and human services. Every August Valley Senior Services calculates the average cost to provide a meal, we generally look at the cost vs the donation and discuss if an increase is warranted. Because many of our clients are below or near the poverty line, and current funding adequately covers our expenses, we have not raised the suggested donation since 2017. VSS management will need to closely monitor our nutrition spending because we are serving more people than ever before.

At this time, we do not recommend a suggested donation increase for Nutrition in 2026, but in the event that key factors change, we will bring this before the board for review.

#### **Transit Fares:**

#### **Metro Senior Ride**

The last fare increase for the Metro Senior Ride happened in 2012; it was a \$0.50 increase.

Metro Senior Ride Service is funded with State Aid for Public Transit and Cass County Senior Mill Levy Funding that is applied for annually. The total State Aid amount received

each year is spent by the end of VSS's 2nd quarter (Dec). The remaining funds needed to operate Metro Ride for the remaining two quarters of the year come from Cass County Senior Mill Levy Funding. The geographic scope of our senior ride service area has expanded significantly due to continued growth and development in and around Fargo; Horace, ND (city limits) is now part of our Metro Senior Ride footprint. Trip distances, along with longer ride times, are increasing fuel consumption and overall operational costs. We will continue to collect this data to inform future recommendations.

### **County Public Transportation**

The county fares have not increased since 2018. Our county Public Transit operations are funded through an annual Federal Grant administered by North Dakota Dept of Transportation (NDDOT). Typically, the Federal Aid received covers the county ride needs. Since transit funding fiscal years are not on a calendar basis, we recommend that future changes be implemented starting July 1st although changes can technically be made at any time. Communication with riders is imperative well in front of any changes and is mandated by NDDOT.

We recommend no fee increases to transit currently, thus keeping fees the same through June 30th, 2026. We ask for flexibility due to the timing of reimbursement opportunities from the state and Federal government. If operational costs continue to increase, the VSS leadership team will bring any proposed increases forward to the Board prior to a VSS fiscal year change.

#### **Resource Donations:**

For resource services, there is no fee, but individuals can always donate for services received. Resource services include helping with applications like fuel assistance, SNAP, Medical assistance, Housing, and referrals to other agencies.

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

Thank you.

SAMPLE MOTION: I move to approve the 2026 fees as presented.

### 2025 Valley Senior Services Fee Information

### **Metro Senior Ride Service Fare:**

- \$3.00 per one-way ride.
- \$1.00 per one-way ride to senior centers.

### **Rural Public Transit Fares:**

In Cass, Traill, Steele, Richland, Ransom, Sargent and Grand Forks counties:

- \$8.00 round trip out-of-county.
- \$5.00 round trip in-county.
- \$1.00 per one-way ride in-town and to senior centers.

### **Congregate and Home Delivered Meals:**

 There are no set fees; seniors donate based on their ability to pay. VSS sets a suggested donation of \$4.00 per meal.

### **Resource Services:**

No fee, donations are accepted.

## Governance Committee Meeting Wednesday, May 28, 2025

#### **New Board Member Orientation**

- Discussed the changes made to the board member orientation based on feedback from Commissioners Jerry, Zoe, and Vicki.
- The President is now responsible for leading the orientation, with the Vice President and Executive Director supporting.
- The orientation aims to foster relationships between new board members and the Executive Director.
- Susan mentions the inclusion of HR training and performance evaluation in the orientation to ensure commissioners understand these processes.
- Commissioner Hill emphasized the importance of the governance overview section, suggesting it should be led by the President and Executive Director.
- The board is described as a governance and policy board, not an operations board.
- The need for a comprehensive tour for new board members is discussed, considering their level of experience and specific project interests.
- It was suggested to add IT and Golf to the list of Directors the new board members will be meeting with.
- Commissioner Rostad suggested to have this reviewed annually.
  - o Bring to the board meeting for approval.

#### **Park Board Benefits**

- Discussed the benefits and privileges for current and past commissioners, including golf, shelter rentals, and family passes.
- The conversation included the specifics of what benefits are retained and what changes are proposed for current and future commissioners.
- The discussion touched on the importance of commissioners being ambassadors for the park district and not abusing their privileges.
- The need for clear definitions and guidelines for benefits is emphasized to avoid confusion and ensure fairness.
- Discussed the benefits for full-time staff, including golf cards, family passes, and rental privileges.
- The conversation included the need for clear guidelines and accountability for staff using these benefits.
- There was discussion regarding the age limit of children. This needs to be consistent throughout.
- It was discussed that as of right now, there will be no benefits for the FPSC.
  - Bring to the next Governance Meeting.

### **Governance Annual Work Plan Monitoring**

- This was reviewed and discussed to make the change Commissioner Dawson suggested to change number 1 to say: The Board will not give direction to any employee other than the Executive Director unless directed by the Executive Director.
  - o Bring to the board meeting on the consent agenda.

### **SB 1280 Public Comment Period Policy**

- Susan introduced a draft public comment policy for board meetings, based on the new legislation.
- The policy aims to streamline the process for public comment and ensure compliance with the new law.
- The conversation includes the need for a formal procedure for handling public comments and ensuring transparency.
- The importance of clear communication and adherence to the policy is emphasized to maintain order and respect during meetings.
- It was suggested that the policy could be projected on the screen instead of being read at the meeting.
  - Bring to the board meeting on the consent agenda.

### **Legislative Updates**

- Broc provides an update on the legislative session, including key bills and their impact on park districts.
- The conversation includes the new property tax reform law, which limits property tax increases to 3% plus new growth.
- The discussion touches on the potential challenges and opportunities presented by the new law, including the need for careful budgeting and public communication.
- The importance of staying informed and prepared for future legislative changes is emphasized.
- Discussed the updates to cooperative purchasing laws, which now include park districts.
- The conversation includes the benefits of cooperative purchasing for cost savings and efficiency.
- The discussion touches on the bond election limitation, which requires public votes for bond issues over 1% of taxable valuation.
- The importance of understanding and complying with these new laws is emphasized to ensure smooth operations and public trust.
- Discussed an update on the state park and rec budget and the impact of reduced grant funding.
- The conversation includes the challenges of securing funding for state programs and the need for alternative sources of revenue.
- The discussion touches on the importance of maintaining strong relationships with state legislators and advocating for park districts.

- The importance of adaptability and innovation in funding strategies is emphasized to ensure the continued success of state programs.
- Broc discussed the updates to NDPERS and the state fire and tornado fund, including changes in administration and premiums.
- The conversation includes the potential impact of these changes on park districts and the need for careful planning and budgeting.
- The discussion touches on the importance of staying informed and prepared for future changes in these funds.
- The importance of maintaining strong relationships with insurance providers and advocating for park districts is emphasized.

#### Other:

Susan reminded us of the board elections coming up. NRPA Conference

 Commissioner Deutsch discussed the importance of commissioner participation in the NRPA Conference.

#### **Action Items**

- [] Confirm NRPA national conference attendance for commissioners and key staff.
- [] Incorporate feedback and finalize the new board member orientation document.
- [] Reach out to Jeff to review the public comment policy for compliance with recent legislation.