



West Fargo Park Board Meeting
Wednesday, July 8, 2026 at 12:00 PM
Rustad Recreation Center - Harvest Room

Meeting Items

1. Call to Order
2. Pledge of Allegiance
3. Approve Order of Agenda
4. Approve Minutes | 06-10-2026

Consent Agenda

Regular Agenda

1. Recognition of Audience/ Public Comment
2. Governance Monitoring
3. Election of Officers and Portfolios
4. 2027 Horace Park District Recreation Programming Agreement
5. 2027 Budget Preview
6. Discussion of E-Bikes, Electric Scooters, and Other Micromobility Devices
7. Hockey Contract
8. Deferred Maintenance Items
9. Rendezvous 5 and 6
10. Supervisor Report
11. Non-Agenda
12. Adjourn



Approve Order of Agenda

Motion: Motion to approve the order of the agenda.

1st Motion: Commissioner Gellner

2nd Motion: Commissioner Seymour

Action Taken: Passed. Yes: Jake Lauritsen, Jeff McCracken, Chris Heise, Dan Seymour, Ryan Gellner, No: None, Abstain: None

Approve Minutes | 05-13-2026

Motion: Motion to approve the minutes from the May 13th, 2026 meeting.

1st Motion: Commissioner Heise

2nd Motion: Vice President McCracken

Action Taken: . Yes: Jake Lauritsen, Jeff McCracken, Chris Heise, Dan Seymour, Ryan Gellner, No: None, Abstain: None

Consent Agenda

Motion: Motion to approve the financial report, acknowledge the remaining May bills of \$62,483.74, and approve the June bills of \$809,420.14.

1st Motion: Vice President McCracken

2nd Motion: Commissioner Seymour

Action Taken: Passed. Yes: Jake Lauritsen, Jeff McCracken, Chris Heise, Dan Seymour, Ryan Gellner, No: None, Abstain: None

Recognition of Audience/ Public Comment

Resident of the Armour Park area brings up concerns about large gatherings at Armour Shelter for parties with marijuana, under age drinking, little to no parking or room for emergency vehicles in the event of an emergency.

2025 Financial Audit

Motion: Motion to file the 2025 financial audit.

1st Motion: Commissioner Heise

2nd Motion: Commissioner Gellner

Action Taken: Passed. Yes: Jake Lauritsen, Jeff McCracken, Chris Heise, Dan Seymour, Ryan Gellner, No: None, Abstain: None

Rendezvous 5 & 6 Update, Mathern

Motion: Move to direct engineer to prepare plans and specifications for this project.

1st Motion: Commissioner Heise

2nd Motion: Commissioner Seymour

Action Taken: Passed. Yes: Jake Lauritsen, Jeff McCracken, Chris Heise, Dan Seymour, Ryan Gellner, No: None, Abstain: None

West Fargo Hockey Association Winter Ice Contract Template, Mathern

Motion: Move to approve of the Ice Facility Use Agreement template and fees and authorize West Fargo Park District staff to enter into the agreements in the future, with the exception of fees, without further Park Board Approval.

1st Motion: Commissioner Gellner

2nd Motion: Vice President McCracken

Action Taken: Passed. Yes: Jake Lauritsen, Jeff McCracken, Chris Heise, Dan Seymour, Ryan Gellner, No: None, Abstain: None

Supervisor Report

Non-Agenda

Recognition of 16 years of service from Jeff McCracken and his legacy.

The meeting was adjourned at 6:29pm.

President Jake Lauritsen

Clerk Karissa Endres



West Fargo Park Board met Wednesday, June 10, 2026, at Rustad Recreation Center - Harvest Room. President Lauritsen called meeting to order at 6:30PM. In attendance were Jake Lauritsen, Chris Heise, Dan Seymour, Ryan Gellner, and Robert Rasmussen.

Oaths

Jake Lauritsen, Chris Heise, Robert Rasmussen read the oath of office.

The meeting was adjourned at 6:32.

President Jake Lauritsen

Clerk Karissa Endres



Public Commentary

The West Fargo Park Board welcomes and appreciates public input.

During the Public Comment period, individuals may speak for up to three minutes.

Please begin by stating your full name and address for the record.

Board members will not respond to comments during this time, but your input will be taken under advisement.

If your concern requires follow-up, staff will connect with you after the meeting or may place the matter on a future agenda.

Please keep your comments respectful and directed to the Board as a whole.

Thank you!

Governance Monitoring Policies- July 2026
Submitted by Amy Zundel

GP 4- Functions and Responsibilities

- 1. Board Functions and Responsibilities- Board Members shall:**
 - a. Comply with all local, state, and federal regulations.**
 - b. Execute all duties and responsibilities of the elected office of Park Commissioner.**
 - c. Establish policies that set strategic direction, ethical standards, and public accountability. Approve annual budgets and provide fiscal oversight.**
 - d. Act collectively through formal actions at public meetings by majority vote.**
 - e. Select, employ, and provide periodic performance appraisals and salary reviews of the Executive Director and, if necessary, terminate the Executive Director's employment.**
 - f. Approve the number of full-time positions through the budget process.**
 - g. Approve fee schedules for admissions, rentals, and user groups.**
 - h. Set priorities for capital improvement projects and approve major capital expenditures.**
 - i. Adopt the District's strategic plan, mission, vision, and values.**
 - j. Adopt and update governance policies.**
 - k. Approve contracts in accordance with this governance document.**
 - l. Refrain from involvement in day-to-day operations and staff supervision beyond the Executive Director.**
 - m. Maintain ethical conduct, respect chain of command, and avoid interference in operations.**
 - n. Appoint, commission, supervise, and monitor committee**

Assessment: Compliant

Rationale:

The District appears to be meeting this requirement in structure. The current policy framework recognizes the Park Board's role in governance, strategic direction, budget approval, legal and regulatory matters, financial commitments, and other items requiring formal Board authorization. The Employee Policy Manual also supports the separation between Board oversight and staff operations by stating that the Park Board provides leadership through policy and strategic direction, while the Executive Director and staff manage operations and implement Board directives. Continued compliance should be supported through meeting minutes, budget approvals, fee schedule approvals, capital improvement approvals, strategic plan records, governance policy updates, contract approvals, and Executive Director evaluation records.

- 2. To fulfill these responsibilities well, a Board Member should attend a minimum of seventy-five percent of regular board meetings, attend trainings, participate in**

subcommittee meetings as assigned, be knowledgeable about the District, participate constructively in deliberations, and vote according to one's conviction.

Assessment: Compliant

Rationale:

Regularly scheduled Park Board attendance from Commission members for May 2025-May 2026 revealed that one commissioner missed the 75% minimum recommendation (71% of meetings attended). The other commissioners had 93%, 93%, 93%, and 86%.

We have not had any assigned sub-committee meetings outside of the Foundation and West Fargo Events on a regular basis.

Foundation attendance from assigned Commission members for May 2025-May 2026:

Commissioner A: 3/4 (75%)

Commissioner B: 4/4 (100%)

West Fargo Events attendance from assigned Commission members for May 2025-May 2026: 8/11 (April cancelled due to lack of quorum). Thus, the commissioner attended 73% of this assigned portfolio.

I am personally unable to attest if Commission members are voting to their convictions.

- 3. Power may be given to committees to conduct a study or negotiate on the Board's behalf. Individual Board Members or committees must be mindful not to appear to commit the Board to any position in a private or public statement. Likewise, Board Members should carefully avoid interfering with the efficient operation of the District. Their interests, suggestions, and helpfulness should be freely given, yet not in a manner that appears dictatorial nor encroaches upon staff lines of authority and responsibility.**

Assessment: Compliant

Rationale:

The District appears to be aligned with the intent of this requirement through the governance structure and the Employee Policy Manual's separation of Board governance from staff operations. The policy framework supports the concept that committees may review, study, or recommend, but formal direction and final commitments should come from the Board as a whole. Continued compliance should be supported by committee minutes, Board minutes, and clear communication that committee discussions are advisory unless formally acted on by the Board. I am unaware of any instances where a Individual Board Members are committing to any position on behalf of the District.

- 4. It is not the function of individual Board Members or Board Committees to supervise the Executive Director administratively.**

Assessment: Compliant

Rationale:

The District appears to be meeting this requirement in policy structure. The Governance Manual and Employee Policy Manual both support a distinction between Board oversight and day-to-day administration. The Executive Director is accountable to the Board as a whole, and individual Board members or committees have not provided administrative supervision outside of formal Board direction.

5. The Clerk of the Board is responsible for:

- a. Sending notice of Board Meetings as established by North Dakota Century Code.**
- b. Compiling the Meeting Agenda and Board Packet**
- c. Taking Minutes at Board Meetings**
- d. Administering roll-call votes**

Assessment: Compliant

Rationale:

The District is fully compliant with this requirement. The Clerk is responsible for sending required meeting notices, compiling the agenda and Board packet, taking minutes at Board meetings, and administering roll-call votes. These duties are being completed in practice, and the District's meeting process reflects the Clerk's ongoing role in preparing and maintaining the records necessary for Board action and public accountability.

GP 5- Officers Roles

1. Board President

- a. A President must be elected at the Organizational Meeting of the Board by a majority vote of all Board Members. The President must be a Board Member. The President is the head of the District for ceremonial purposes and the purpose of service of civil process. The President is a member of the Board for purposes of presiding at its meetings. The President may vote on all matters before the Board, but may not cast an additional vote in the event of a tie vote of the Board. The President does not have the authority to veto decisions of the Board.**

Assessment: Compliant

Rationale:

The District is fully compliant with this requirement. The Board President was elected at the Organizational Meeting by the Board and is a current member of the Park Board. The President serves as the presiding officer for Board meetings, fulfills the ceremonial role of the office, and votes on matters before the Board unless there is a conflict or other reason requiring abstention. The President has not exercised veto authority or cast an additional vote in the event of a tie. The Board is also scheduled to hold its next officer elections at the June meeting to seat officers for the next term.

- 2. The President may execute all contracts, notes, indentures, warrants, and other instruments on behalf of the District and perform any other duties assigned by the District. All agreements, notes, indentures, warrants, and other instruments that are signed by the Board President shall also be signed by a staff representative as noted below. Items not requiring a Board President signature can be signed as per this governance document.**

Assessment: Compliant

Rationale:

The District is fully compliant with this requirement. The Board President executes contracts, notes, indentures, warrants, and other instruments on behalf of the District when required by the governance document or assigned by the District. When the Board President's signature is required, the appropriate staff representative also signs the document as outlined in the governance policy. Due to the Board President's professional role as a financial planner, there are some financial documents or contracts he may be limited in signing. In those situations, the District has worked within the governance structure to ensure documents are executed appropriately by an authorized signer while still maintaining the required review, approval, and signature process.

3. Signed by Board President and Clerk;

- a. **Board approved meeting minutes.**
- b. **Board approved resolutions.**
- c. **Staffing agreement with Executive Director**

Assessment: Compliant

Rationale:

The District is compliant with this requirement. Board-approved meeting minutes and Board-approved resolutions are signed by the Board President and Clerk as required. The only item listed in this section that is not currently applicable is the staffing agreement with the Executive Director, as the District does not currently have a separate staffing agreement in place for the Executive Director. If such an agreement is created in the future, it should be signed by the Board President and Clerk in accordance with this policy.

- 4. **Signed by Board President and either the Executive Director or their designees:**
 - a. **Real estate transactions. (purchase, leases longer than five years, sale, or transfer of land or real property).**
 - b. **Purchase or contract for all items that have been publicly bid.**

Assessment: Compliant

Rationale:

A review of District records indicates full compliance with this governance monitoring requirement. All applicable real estate transactions, including purchases, sales, transfers, and leases exceeding five years, as well as all purchases and contracts that were publicly bid, were appropriately executed with the required signatures of the Board President and the Executive Director or their authorized designee. No instances of non-compliance were identified during the review period.

- 5. **The President has the authority to both direct and monitor the Executive Director to ensure that the Executive Director is implementing Board direction and policy. In circumstances where immediate action is required to preserve the integrity, safety, or operations of the District, the President has the express authority to place the Executive Director on a temporary paid administrative leave for a period of up to seven calendar days if the President determines such action is necessary. In the event the President places the Executive Director on a paid administrative leave, the President will call a special or regular Board meeting within three business days of their action placing the Executive Director on a paid administrative leave to inform the Board that the Executive Director has been placed on a paid administrative leave, along with their recommendations regarding the Executive Director's employment with the District. Such recommendations may include but are not limited to placing the Executive Director on a performance improvement plan and disciplinary action up to and including termination.**

Assessment: Compliant

Rationale:

A review of District records indicates compliance with this governance monitoring requirement. During the review period, the Executive Director was not placed on paid administrative leave by the Board President, no special meeting was required under this provision, and no performance improvement plan was implemented. The Executive Director has continued to carry out Board-approved policies, directives, and operational priorities in good faith throughout the review period. No actions or records were identified indicating non-compliance with this policy.

6. The Board is authorized to elect an acting President under such circumstances when a vacancy occurs in a manner not contemplated by N.D.C.C § 40-49.

Assessment: Compliant

Rationale:

A review of District records indicates compliance with this governance monitoring requirement. During the review period, no vacancy occurred that required the Board to elect an acting President under circumstances not contemplated by N.D.C.C. § 40-49. The Board President was elected through the District's normal organizational process, and no action under this provision was necessary.

7. Vice-President

- a. A Vice President must be elected at the Organizational Meeting of the Board by a majority vote of all Board Members. The Vice President must be a Board Member. The Vice President serves as the President in the President's disability or absence from the Board or when a vacancy in the office of President exists. When acting as President, the Vice President has all of the powers and authority of the President. When presiding over a meeting in the absence of the President, the Vice President may vote on all matters before the Board, but may not cast an additional vote in the event of a tie vote of the Board.**

Assessment: Compliant

Rationale:

A review of District records indicates compliance with this governance monitoring requirement. The Board elected a Vice President at its Organizational Meeting by majority vote in accordance with policy. During the review period, no vacancy in the office of President occurred, and the President was available to fulfill the duties of the office. As a result, no action by the Vice President in the capacity of acting President was required.

8. Clerk

- a. At the Organizational Meeting of the District, the Board shall appoint a Clerk. The Clerk shall be responsible for ensuring that minutes are prepared for all Board meetings. The Clerk shall give all notices required by law and may have other duties assigned by the District. The Clerk shall also be**

responsible for compliance with North Dakota open records law requirements.

Assessment: Compliant

Rationale:

A review of District records indicates compliance with this governance monitoring requirement. The Board appointed a Clerk at its Organizational Meeting in accordance with policy. Throughout the review period, Board meeting minutes were prepared and maintained, required notices were provided, and the District remained responsive to applicable North Dakota open records law requirements. No instances of non-compliance were identified during the review period.

GP-6 Committee Structure

The District may establish committees to advise the Board with respect to a project or activity, investigate a subject of interest to the District, perform quasi-judicial functions, or perform any other task. Meetings are open to the public, but the committee is only allowed to advise or make recommendations to the Board. Board committees may not execute authority over the Executive Director or Staff. Because the Executive Director works for the entire Board, any direction to the Executive Director related to a committee recommendation must come from the Board as a whole.

A committee is a Board Committee only if its existence and charge come from the Board, and its work is intended to support the Board's work. The only Board committees are those listed in this policy. Board members are assigned to committees by the President at the Organizational Meeting of the Board or as otherwise assigned. All Board members are welcome to attend committee meetings as audience members. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees. The following is a list of current committees:

Operations Committee Members: Two Board members, Executive Director, Operations Director. Topics for Committee Consideration: Facilities Parks Forestry Maintenance Equipment Concessions/vending Risk & safety Public Dedication Capital Improvements.

Assessment: Compliant

Rationale:

The Operations Committee was established in accordance with Board policy and appointments were made at the July 2024 Organizational Meeting. Commissioner Gellner and Commissioner McCracken were appointed to serve on the committee. While no formal Operations Committee meetings were convened during the monitoring period, Board members were invited to participate in discussions and project meetings related to operational topics, including capital improvement projects and facility initiatives. Staff requests Board discussion regarding the future role and expectations of committee engagement, including whether formal committee meetings are desired or whether project-specific work sessions and informational meetings continue to meet the Board's expectations.

Recreation and Communications Committee Members: Two Board members, Executive Director, Recreation and Communications Director Topics for Committee Consideration: District Programs Facility uses Special events Activities Partnerships User groups Sponsorships Marketing and Communications.

Assessment: Compliant

Rationale:

The Recreation and Communications Committee was established in accordance with Board policy and appointments were made at the July 2024 Organizational Meeting. Commissioner Heise and Commissioner Seymour were appointed to serve on the committee. No formal

committee meetings were held during the monitoring period. Recreation-related projects and agreements, including the Horace Recreation Programming Agreement, were administered through regular Board processes rather than committee review. Staff requests Board direction regarding the intended role of this committee and how Board members would like to participate in recreation and communications initiatives moving forward.

Governance and Finance Committee Members: Board President, Executive Director, Finance Director Topics for Committee Consideration: Ordinances Personnel Human Resources Legal Audit & Budget Acquisitions Major Gifts Foundation Advocacy Insurance Long Range Planning.

Assessment: Compliant

Rationale:

The Governance and Finance Committee was established in accordance with Board policy and the Board President, Commissioner Lauritsen, served as the committee member during the monitoring period. No formal Governance and Finance Committee meetings were held. Governance, personnel, budget, audit, legal, and financial matters were presented directly to the full Board for discussion and action as appropriate. Staff requests Board discussion regarding the ongoing role of this committee and whether formal committee meetings are desired for future governance and finance matters.

Each committee will determine the frequency of meetings based upon tasks and forward board meeting agenda items to the Board President and Executive Director as outlined in this policy manual.

Assessment: Compliant

Rationale:

Board policy provides flexibility for each committee to determine the frequency of its meetings based upon assigned tasks. During the monitoring period, no formal committee meetings were determined to be necessary, and committee-specific agenda items were instead presented directly to the full Board. While this approach has allowed all Commissioners to participate in discussions, staff requests Board direction regarding whether the current committee structure remains the preferred governance model or whether more formal committee engagement is desired. Clarification regarding when committees should be convened and staff expectations for engaging committee members would provide greater consistency for future projects and initiatives.

GP-7 Annual Work Plan

The Board will follow an annual work plan that includes monitoring and review of all policies and activities to improve Board performance.

The Board's annual work plan will include:

- 1. Governance process improvement activities, including orientation and training of new Board members in the Board's governance process.**
- 2. Other discussions by the Board about means to improve its performance, especially Board member knowledge and skills.**
- 3. Commissioners' Self Evaluation of Ethics and Conflict of Interest Policy.**
- 4. Annual Board Retreat to review policies.**
- 5. Monitoring of all governance policies by the Board.**
- 6. Executive Director meetings with Board Members.**
- 7. Executive Director Evaluation.**

Assessment: Compliant

Rationale:

Staff enhanced the Board onboarding process during the monitoring period. Prior to the July 2026 Organizational Meeting, staff coordinated Open Records training presented by the District Attorney for newly elected and re-elected Commissioners. Staff also developed a new Board Member Binder containing updated materials specific to the West Fargo Park District, replacing the previous association-developed binder with resources more relevant to District governance and operations. In addition, staff coordinated an orientation for the newly elected Commissioner that included a comprehensive tour of Park District facilities and parks, as well as introductions with leadership staff. Staff intends to continue reviewing the updated Board Member Binder with all Commissioners to ensure familiarity with District governance, policies, and operations.

The Board participated in governance discussions throughout the year, including Board education opportunities and operational discussions intended to enhance governance and organizational effectiveness.

Commissioners' Ethics and Conflict of Interest Self-Evaluation forms are scheduled for completion at the July 2026 Organizational Meeting.

The Board conducted its annual Board Retreat and reviewed Board policies consistent with this requirement.

Staff followed the adopted Governance Monitoring Schedule throughout the year and presented monitoring reports to the Board as scheduled. While governance monitoring occurred in accordance with the schedule, completion of individual Commissioner monitoring forms was inconsistent, with participation generally below 50 percent. The Board may wish to discuss whether the current monitoring process continues to meet its governance objectives or whether modifications to the process would better support Board engagement, policy oversight, and continuous improvement.

The Executive Director met with individual Board members throughout the year on an as-needed basis. While these meetings were not conducted on a formal schedule, Commissioners

consistently made themselves available to discuss District business and provide guidance when requested.

The Board completed the Executive Director's annual performance evaluation in accordance with Board policy.

GP-8 Code of Ethics / Conflict of Interest

All Board Members shall adhere to the Board Member Code of Ethics and promote proper ethical standards, abide by the law, and preserve the organization's integrity, reputation, and professional and business relationships.

Assessment: N/A

Rationale:

Since the Executive Director is not a voting member of the Board and is not subject to the Board Member Code of Ethics or Conflict of Interest Policy in the same capacity as elected Commissioners, staff is unable to assess individual Board member compliance with this policy. Compliance with these provisions is appropriately determined through each Commissioner's individual self-assessment, required disclosures, and actions taken during Board meetings. Staff can confirm that Commissioners are provided the opportunity to disclose conflicts of interest, abstain from participation and voting when appropriate, and complete the required Code of Ethics and Conflict of Interest acknowledgment. Any determination regarding individual compliance rests with each elected Board member.

OE-6 Communication with the Board

The Executive Director shall ensure that the President and the Board are informed about matters relating to the District's work and significant organizational concerns.

The Executive Director shall:

- 1. Provide the Board with information about trends, facts, and other information relevant to the District.**
- 2. Inform the Board of significant money transfers within funds or other changes substantially affecting the organizational financial condition.**
- 3. Ensure that the Board has adequate information from various internal and external viewpoints to ensure informed Board decisions.**
- 4. Make a reasonable effort to inform the Board of anticipated significant media coverage.**
- 5. Treat all Board members impartially and ensure that all members have equal access to information.**
- 6. Inform the Board President if, in the Executive Director's opinion, the Board or individual members have encroached into areas of responsibility assigned to the Executive Director or if the Board or its members are non-compliant with any Governance Culture or Executive Director/Board Relations policies.**
- 7. Inform the Board and Board President of any actual or anticipated noncompliance with any Board Operational Expectation policy or any expected failure to achieve reasonable progress toward compliance with these policies.**

Assessment: Compliant

Rationale:

The Executive Director has consistently provided the Board with information regarding trends, legislative updates, operational matters, financial conditions, and other issues relevant to the District to support informed decision-making. Significant financial matters, including budget adjustments, fund transfers, and other material impacts to the District's financial condition, have been communicated to the Board as appropriate.

Board agenda materials have been developed to present information from multiple internal and external perspectives, enabling the Board to make informed policy decisions. The Executive Director has also made reasonable efforts to notify the Board of anticipated significant media coverage and emerging issues that may affect the District.

All Board members have been treated impartially and provided equal access to information, staff resources, and opportunities for communication. Information has been shared consistently with the full Board to support transparency and effective governance.

The Executive Director has communicated governance concerns to the Board President when appropriate and has informed the Board of any actual or anticipated noncompliance with Board

Operational Expectation policies, or any expected challenges in achieving compliance, as required by Board policy. Throughout the monitoring period, the District has remained in compliance with these operational expectations.

POLICY MONITORING FORM

RE: GP-4 Functions and Responsibilities

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

GP-4 Functions and Responsibilities

Policy Statement	Summary Report	Assessment Opinion
Board Functions and Responsibilities Board Members shall: • Comply with all local, state, and federal regulations. • Execute all duties and responsibilities of the elected office of Park Commissioner. • Establish policies that set strategic direction, ethical standards, and public accountability. • Approve annual budgets and provide fiscal oversight. • Act collectively through formal actions at public meetings by majority vote. • Select, employ, and provide periodic performance appraisals and salary reviews of the Executive Director and, if necessary, terminate the Executive Director’s employment. • Approve the number of full-time positions through the budget process. • Approve fee schedules for admissions, rentals, and user groups. • Set priorities for capital improvement projects and approve major capital expenditures. • Adopt the District’s strategic plan, mission, vision, and values. • Adopt and update governance policies. • Approve contracts in accordance with this governance document. • Refrain from involvement in day-to-day operations and staff supervision beyond the Executive Director. • Maintain ethical conduct, respect chain of command, and avoid interference in operations. • Appoint, commission, supervise, and monitor committees.		_____ Compliant _____ Non-Compliant
To fulfill these responsibilities well, a Board Member should attend a minimum of seventy-five percent of regular board meetings, attend trainings, participate in subcommittee meetings as assigned, be knowledgeable about the District, participate constructively in deliberations, and vote according to one's conviction.		_____ Compliant _____ Non-Compliant
Power may be given to committees to conduct a study or negotiate on the Board's behalf. Individual Board Members or committees must be mindful not to appear to commit the Board to any position in a private or public statement. Likewise, Board Members should carefully avoid interfering with the efficient operation of the District. Their interests, suggestions, and helpfulness should be freely given, yet not in a manner that appears dictatorial nor encroaches upon staff lines of authority and responsibility.		_____ Compliant _____ Non-Compliant
It is not the function of individual Board Members or Board Committees to supervise the Executive Director administratively.		_____ Compliant _____ Non-Compliant
The Clerk of the Board is responsible for: Sending notice of Board Meetings as established by North Dakota Century Code. • Compiling the Meeting Agenda and Board Packet • Taking Minutes at Board Meetings • Administering roll-call votes		_____ Compliant _____ Non-Compliant

Possible Policy Changes

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.

Recommendation:

The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-5 Officers' Roles

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

GP-5 Officers’ Roles

The Board will be structured using the following officers and roles.

Policy Statement	Summary Report	Assessment Opinion
Board President A President must be elected at the Organizational Meeting of the Board by a majority vote of all Board Members. The President must be a Board Member. The President is the head of the District for ceremonial purposes and the purpose of service of civil process. The President is a member of the Board for purposes of presiding at its meetings. The President may vote on all matters before the Board, but may not cast an additional vote in the event of a tie vote of the Board. The President does not have the authority to veto decisions of the Board.		_____ Compliant _____ Non-Compliant
The President may execute all contracts, notes, indentures, warrants, and other instruments on behalf of the District and perform any other duties assigned by the District. All agreements, notes, indentures, warrants, and other instruments that are signed by the Board President shall also be signed by a staff representative as noted below. Items not requiring a Board President signature can be signed as per this governance document.		_____ Compliant _____ Non-Compliant
Signed by Board President and Clerk; 1. Board approved meeting minutes. 2. Board approved resolutions. 3. Staffing agreement with Executive Director		_____ Compliant _____ Non-Compliant
Signed by Board President and either the Executive Director or their designees: 1. Real estate transactions. (purchase, leases longer than five years, sale, or transfer of land or real property). 2. Purchase or contract for all items that have been publicly bid.		_____ Compliant _____ Non-Compliant
The President has the authority to both direct and monitor the Executive Director to ensure that the Executive Director is implementing Board direction and policy. In circumstances where immediate action is required to preserve the integrity, safety, or operations of the District, the President has the express authority to place the Executive Director on a temporary paid administrative leave for a period of up to seven calendar days if the President determines such action is necessary. In the event the President places the Executive Director on a paid administrative leave, the President will call a special or regular Board meeting within three business days of their action placing the Executive Director on a paid administrative leave to inform the Board that the Executive Director has been placed on a paid administrative leave, along with their recommendations regarding the Executive Director’s employment with the District. Such recommendations may include but are not limited to placing the Executive Director on a performance improvement plan and disciplinary action up to and including termination.		_____ Compliant _____ Non-Compliant
The Board is authorized to elect an acting President under such circumstances when a vacancy occurs in a manner not contemplated by N.D.C.C § 40-49		_____ Compliant _____ Non-Compliant

Vice-President A Vice President must be elected at the Organizational Meeting of the Board by a majority vote of all Board Members. The Vice President must be a Board Member. The Vice President serves as the President in the President's disability or absence from the Board or when a vacancy in the office of President exists. When acting as President, the Vice President has all of the powers and authority of the President. When presiding over a meeting in the absence of the President, the Vice President may vote on all matters before the Board, but may not cast an additional vote in the event of a tie vote of the Board.		Compliant Non-Compliant
Clerk At the Organizational Meeting of the District, the Board shall appoint a Clerk. The Clerk shall be responsible for ensuring that minutes are prepared for all Board meetings. The Clerk shall give all notices required by law and may have other duties assigned by the District. The Clerk shall also be responsible for compliance with North Dakota open records law requirements.		Compliant Non-Compliant
Possible Policy Changes 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.		

Recommendation:
The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-6 Committee Structure

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

GP-6 Committee Structure

The District may establish committees to advise the Board with respect to a project or activity, investigate a subject of interest to the District, perform quasi-judicial functions, or perform any other task. Meetings are open to the public, but the committee is only allowed to advise or make recommendations to the Board. Board committees may not execute authority over the Executive Director or Staff. Because the Executive Director works for the entire Board, any direction to the Executive Director related to a committee recommendation must come from the Board as a whole.

A committee is a Board Committee only if its existence and charge come from the Board, and its work is intended to support the Board's work. The only Board committees are those listed in this policy. Boad members are assigned to committees by the President at the Organizational Meeting of the Board or as otherwise assigned. All Board members are welcome to attend committee meetings as audience members. Board members may add an item to a committee agenda by contacting the committee chair. The Executive Director and staff members serve as resources for the committees. The following is a list of current committees:

Policy Statement	Summary Report	Assessment Opinion
Operations Committee Members: Two Board members, Executive Director, Operations Director Topics for Committee Consideration: - Facilities - Parks - Forestry - Maintenance - Equipment - Concessions/vending - Risk & safety - Public Dedication - Capital Improvements		_____ Compliant _____ Non-Compliant
Recreation and Communications Committee Members: Two Board members, Executive Director, Recreation and Communications Director Topics for Committee Consideration: - District Programs - Facility uses - Special events - Activities - Partnerships - User groups - Sponsorships - Marketing and Communications		_____ Compliant _____ Non-Compliant
Governance and Finance Committee Members: Board President, Executive Director, Finance Director Topics for Committee Consideration: - Ordinances - Personnel - Human Resources - Legal - Audit & Budget - Acquisitions - Major Gifts - Foundation - Advocacy - Insurance - Long Range Planning		_____ Compliant _____ Non-Compliant
Each committee will determine the frequency of meetings based upon tasks and forward board meeting agenda items to the Board President and Executive Director as outlined in this policy manual.		_____ Compliant _____ Non-Compliant

Possible Policy Changes

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.

Recommendation:

The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-7 Annual Work Plan

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

GP-7 Annual Work Plan

The Board will follow an annual work plan that includes monitoring and review of all policies and activities to improve Board performance.

Policy Statement	Summary Report	Assessment Opinion
The Board's annual work plan will include: 1. Governance process improvement activities, including orientation and training of new Board members in the Board's governance process. 2. Other discussions by the Board about means to improve its performance, especially Board member knowledge and skills. 3. Commissioners’ Self Evaluation of Ethics and Conflict of Interest Policy. 4. Annual Board Retreat to review policies. 5. Monitoring of all governance policies by the Board. 6. Executive Director meetings with Board Members. 7. Executive Director Evaluation.		Compliant Non-Compliant
Possible Policy Changes 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.		

Recommendation:
The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-8 Code of Ethics / Conflict of Interest

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of "Compliant" or "Not Compliant." If marked "Not Compliant," the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

GP-8 Code of Ethics / Conflict of Interest

All Board Members shall adhere to the Board Member Code of Ethics and promote proper ethical standards, abide by the law, and preserve the organization's integrity, reputation, and professional and business relationships.

Policy Statement	Summary Report	Assessment Opinion
Before taking any action or casting a vote regarding a matter before the Board which would constitute a conflict of interest under North Dakota Century Code, Board Member(s) must disclose such conflict(s) and abstain from voting on the matter involving the conflict of interest and from participating in Board discussions and deliberations on the matter involving the conflict of interest. Any Board member with a conflict of interest shall not be entitled to participate in an executive session of the Board on the matter of which they have a conflict of interest.		_____ Compliant _____ Non-Compliant
Recognizing it is not possible to address all ways in which ethical issues may arise, the following principles are intended to guide making sound judgments and decisions on behalf of the District and its Purpose.		_____ Compliant _____ Non-Compliant
Pledge of Personal and Professional Conduct - Integrity. I will demonstrate the highest standard so individual conduct, personal accountability, trustworthiness, fair dealings, considerations of the rights of others, and the highest principles of good business relationships. - Excellence. I will strive to meet the highest performance, quality, service, and achievement standards. - Honesty. I will communicate directly, respectfully, honestly, and openly and avoid misrepresentation, including misrepresentation through omission. - Diversity. I will support and value diversity, promoting an environment that embraces all people's similarities and differences. - Respect. I will respect and act fairly toward all those I encounter and refuse to engage in or tolerate any form of discrimination or harassment. - Responsibility. I will take responsibility for my actions and decisions and remain a careful steward of funds and resources. - Compliance. I will comply with the District Code of Ethics and all laws and regulations.		_____ Compliant _____ Non-Compliant
The District Code of Ethics Board Members' Certificate I acknowledge that I have received and read my copy of the Board Member Code of Ethics/Conflict of Interest. I understand that I am responsible for adhering to the Code of Ethics principles, and I confirm that I will conduct myself in accordance with the Code of Ethics principles. The certificate process is mandatory for all Board Members. In consideration of the following:		_____ Compliant _____ Non-Compliant
1. A person acting in a legislative or quasi-legislative or judicial or quasi-judicial capacity for a political subdivision of the state who has a direct and substantial personal or financial interest in a matter before that board, council, commission, or other body must disclose the fact to the body of which that person is a member, and may not participate in or vote on that particular matter without the consent of a majority of the rest of the body. (N.D.C.C. 44- 04-22)		_____ Compliant _____ Non-Compliant

2. A Park Board member may not be directly or indirectly interested in any contract requiring the expenditure of park district funds unless the contract has been approved by two-thirds of the park board. Before the contract is approved, a motion must be made and approved that the service of the property is not readily available elsewhere at equal cost. Regardless of this section, any park board, by resolution duly adopted, may contract with park board members for minor supplies or incidental expenses. (N.D.C.C. 40-49.10)		Compliant Non-Compliant
Any conflict of interest, duality of interest, or possible conflict of interest on the part of any Board Member should be disclosed to other Board members and made a matter of record, either through an annual procedure or when the interest becomes a matter of Board action.		Compliant Non-Compliant
Any Board member having a conflict of interest, duality of interest, or possible conflict of interest on any matter should not vote or use her/his personal influence on the matter, and she/he should not be counted in determining the quorum for the meeting, even if permitted by law. The Minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the quorum situation.		Compliant Non-Compliant

Possible Policy Changes

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.

Recommendation:

The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: OE-6 Communication with the Board

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

OE-6 Communication with the Board

The Executive Director shall ensure that the President and the Board are informed about matters relating to the District's work and significant organizational concerns.

Policy Statement	Summary Report	Assessment Opinion
The Executive Director shall: 1. Provide the Board with information about trends, facts, and other information relevant to the District.		_____ Compliant _____ Non-Compliant
2. Inform the Board of significant money transfers within funds or other changes substantially affecting the organizational financial condition.		_____ Compliant _____ Non-Compliant
3. Ensure that the Board has adequate information from various internal and external viewpoints to ensure informed Board decisions.		_____ Compliant _____ Non-Compliant
4. Make a reasonable effort to inform the Board of anticipated significant media coverage.		_____ Compliant _____ Non-Compliant
5. Treat all Board members impartially and ensure that all members have equal access to information.		_____ Compliant _____ Non-Compliant
6. Inform the Board President if, in the Executive Director’s opinion, the Board or individual members have encroached into areas of responsibility assigned to the Executive Director or if the Board or its members are non-compliant with any Governance Culture or Executive Director/Board Relations policies.		_____ Compliant _____ Non-Compliant
7. Inform the Board and Board President of any actual or anticipated noncompliance with any Board Operational Expectation policy or any expected failure to achieve reasonable progress toward compliance with these policies.		_____ Compliant _____ Non-Compliant

Possible Policy Changes

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.

Recommendation:

The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-4 Functions and Responsibilities

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

Board members will provide an individual assessment of compliance with the policy using response options of “Compliant” or “Not Compliant.” If marked “Not Compliant,” the responding Board member will provide a short explanation of why the response was assessed. Questions regarding operational items associated with the policy must be lodged with the Executive Director, separate from the monitoring assessment. Suggestions for possible policy changes must be included in the area at the bottom of this document.

GP-4 Functions and Responsibilities

Policy Statement	Summary Report	Assessment Opinion
Board Functions and Responsibilities Board Members shall: • Comply with all local, state, and federal regulations. • Execute all duties and responsibilities of the elected office of Park Commissioner. • Establish policies that set strategic direction, ethical standards, and public accountability. • Approve annual budgets and provide fiscal oversight. • Act collectively through formal actions at public meetings by majority vote. • Select, employ, and provide periodic performance appraisals and salary reviews of the Executive Director and, if necessary, terminate the Executive Director’s employment. • Approve the number of full-time positions through the budget process. • Approve fee schedules for admissions, rentals, and user groups. • Set priorities for capital improvement projects and approve major capital expenditures. • Adopt the District’s strategic plan, mission, vision, and values. • Adopt and update governance policies. • Approve contracts in accordance with this governance document. • Refrain from involvement in day-to-day operations and staff supervision beyond the Executive Director. • Maintain ethical conduct, respect chain of command, and avoid interference in operations. • Appoint, commission, supervise, and monitor committees.		_____ Compliant _____ Non-Compliant
To fulfill these responsibilities well, a Board Member should attend a minimum of seventy-five percent of regular board meetings, attend trainings, participate in subcommittee meetings as assigned, be knowledgeable about the District, participate constructively in deliberations, and vote according to one's conviction.		_____ Compliant _____ Non-Compliant
Power may be given to committees to conduct a study or negotiate on the Board's behalf. Individual Board Members or committees must be mindful not to appear to commit the Board to any position in a private or public statement. Likewise, Board Members should carefully avoid interfering with the efficient operation of the District. Their interests, suggestions, and helpfulness should be freely given, yet not in a manner that appears dictatorial nor encroaches upon staff lines of authority and responsibility.		_____ Compliant _____ Non-Compliant
It is not the function of individual Board Members or Board Committees to supervise the Executive Director administratively.		_____ Compliant _____ Non-Compliant
The Clerk of the Board is responsible for: Sending notice of Board Meetings as established by North Dakota Century Code. • Compiling the Meeting Agenda and Board Packet • Taking Minutes at Board Meetings • Administering roll-call votes		_____ Compliant _____ Non-Compliant

Possible Policy Changes

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.

Recommendation:

The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-5 Officers' Roles

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

Governance policies are monitored per the schedule. Monitoring determines the degree to which board policies are being met. Information that does not contribute directly to this purpose is not considered monitoring data. The standard for compliance shall be whether the Executive Director has reasonably interpreted the Board policy being monitored.

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GP-5 Officers’ Roles

The Board will be structured using the following officers and roles.

Policy Statement	Summary Report	Assessment Opinion
Board President A President must be elected at the Organizational Meeting of the Board by a majority vote of all Board Members. The President must be a Board Member. The President is the head of the District for ceremonial purposes and the purpose of service of civil process. The President is a member of the Board for purposes of presiding at its meetings. The President may vote on all matters before the Board, but may not cast an additional vote in the event of a tie vote of the Board. The President does not have the authority to veto decisions of the Board.		_____ Compliant _____ Non-Compliant
The President may execute all contracts, notes, indentures, warrants, and other instruments on behalf of the District and perform any other duties assigned by the District. All agreements, notes, indentures, warrants, and other instruments that are signed by the Board President shall also be signed by a staff representative as noted below. Items not requiring a Board President signature can be signed as per this governance document.		_____ Compliant _____ Non-Compliant
Signed by Board President and Clerk; 1. Board approved meeting minutes. 2. Board approved resolutions. 3. Staffing agreement with Executive Director		_____ Compliant _____ Non-Compliant
Signed by Board President and either the Executive Director or their designees: 1. Real estate transactions. (purchase, leases longer than five years, sale, or transfer of land or real property). 2. Purchase or contract for all items that have been publicly bid.		_____ Compliant _____ Non-Compliant
The President has the authority to both direct and monitor the Executive Director to ensure that the Executive Director is implementing Board direction and policy. In circumstances where immediate action is required to preserve the integrity, safety, or operations of the District, the President has the express authority to place the Executive Director on a temporary paid administrative leave for a period of up to seven calendar days if the President determines such action is necessary. In the event the President places the Executive Director on a paid administrative leave, the President will call a special or regular Board meeting within three business days of their action placing the Executive Director on a paid administrative leave to inform the Board that the Executive Director has been placed on a paid administrative leave, along with their recommendations regarding the Executive Director’s employment with the District. Such recommendations may include but are not limited to placing the Executive Director on a performance improvement plan and disciplinary action up to and including termination.		_____ Compliant _____ Non-Compliant
The Board is authorized to elect an acting President under such circumstances when a vacancy occurs in a manner not contemplated by N.D.C.C § 40-49		_____ Compliant _____ Non-Compliant

Vice-President A Vice President must be elected at the Organizational Meeting of the Board by a majority vote of all Board Members. The Vice President must be a Board Member. The Vice President serves as the President in the President's disability or absence from the Board or when a vacancy in the office of President exists. When acting as President, the Vice President has all of the powers and authority of the President. When presiding over a meeting in the absence of the President, the Vice President may vote on all matters before the Board, but may not cast an additional vote in the event of a tie vote of the Board.		Compliant Non-Compliant
Clerk At the Organizational Meeting of the District, the Board shall appoint a Clerk. The Clerk shall be responsible for ensuring that minutes are prepared for all Board meetings. The Clerk shall give all notices required by law and may have other duties assigned by the District. The Clerk shall also be responsible for compliance with North Dakota open records law requirements.		Compliant Non-Compliant
Possible Policy Changes 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.		

Recommendation:
The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-6 Committee Structure

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

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Recreation and Communications Committee Members: Two Board members, Executive Director, Recreation and Communications Director Topics for Committee Consideration: - District Programs - Facility uses - Special events - Activities - Partnerships - User groups - Sponsorships - Marketing and Communications		_____ Compliant _____ Non-Compliant
Governance and Finance Committee Members: Board President, Executive Director, Finance Director Topics for Committee Consideration: - Ordinances - Personnel - Human Resources - Legal - Audit & Budget - Acquisitions - Major Gifts - Foundation - Advocacy - Insurance - Long Range Planning		_____ Compliant _____ Non-Compliant
Each committee will determine the frequency of meetings based upon tasks and forward board meeting agenda items to the Board President and Executive Director as outlined in this policy manual.		_____ Compliant _____ Non-Compliant

Possible Policy Changes

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Recommendation:

The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-7 Annual Work Plan

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

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Possible Policy Changes 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.		

Recommendation:
The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: GP-8 Code of Ethics / Conflict of Interest

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

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Policy Statement	Summary Report	Assessment Opinion
Before taking any action or casting a vote regarding a matter before the Board which would constitute a conflict of interest under North Dakota Century Code, Board Member(s) must disclose such conflict(s) and abstain from voting on the matter involving the conflict of interest and from participating in Board discussions and deliberations on the matter involving the conflict of interest. Any Board member with a conflict of interest shall not be entitled to participate in an executive session of the Board on the matter of which they have a conflict of interest.		_____ Compliant _____ Non-Compliant
Recognizing it is not possible to address all ways in which ethical issues may arise, the following principles are intended to guide making sound judgments and decisions on behalf of the District and its Purpose.		_____ Compliant _____ Non-Compliant
Pledge of Personal and Professional Conduct - Integrity. I will demonstrate the highest standard so individual conduct, personal accountability, trustworthiness, fair dealings, considerations of the rights of others, and the highest principles of good business relationships. - Excellence. I will strive to meet the highest performance, quality, service, and achievement standards. - Honesty. I will communicate directly, respectfully, honestly, and openly and avoid misrepresentation, including misrepresentation through omission. - Diversity. I will support and value diversity, promoting an environment that embraces all people's similarities and differences. - Respect. I will respect and act fairly toward all those I encounter and refuse to engage in or tolerate any form of discrimination or harassment. - Responsibility. I will take responsibility for my actions and decisions and remain a careful steward of funds and resources. - Compliance. I will comply with the District Code of Ethics and all laws and regulations.		_____ Compliant _____ Non-Compliant
The District Code of Ethics Board Members’ Certificate I acknowledge that I have received and read my copy of the Board Member Code of Ethics/Conflict of Interest. I understand that I am responsible for adhering to the Code of Ethics principles, and I confirm that I will conduct myself in accordance with the Code of Ethics principles. The certificate process is mandatory for all Board Members. In consideration of the following:		_____ Compliant _____ Non-Compliant
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2. A Park Board member may not be directly or indirectly interested in any contract requiring the expenditure of park district funds unless the contract has been approved by two-thirds of the park board. Before the contract is approved, a motion must be made and approved that the service of the property is not readily available elsewhere at equal cost. Regardless of this section, any park board, by resolution duly adopted, may contract with park board members for minor supplies or incidental expenses. (N.D.C.C. 40-49.10)		Compliant Non-Compliant
Any conflict of interest, duality of interest, or possible conflict of interest on the part of any Board Member should be disclosed to other Board members and made a matter of record, either through an annual procedure or when the interest becomes a matter of Board action.		Compliant Non-Compliant
Any Board member having a conflict of interest, duality of interest, or possible conflict of interest on any matter should not vote or use her/his personal influence on the matter, and she/he should not be counted in determining the quorum for the meeting, even if permitted by law. The Minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the quorum situation.		Compliant Non-Compliant
Possible Policy Changes 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.		

Recommendation:
The monitoring report will be accepted and filed.

POLICY MONITORING FORM

RE: OE-6 Communication with the Board

FROM: Amy Zundel, Excutive Director

BOARD FOCUS: Action Required

RESPONDING BOARD MEMBERS:

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OE-6 Communication with the Board

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Policy Statement	Summary Report	Assessment Opinion
The Executive Director shall: 1. Provide the Board with information about trends, facts, and other information relevant to the District.		_____ Compliant _____ Non-Compliant
2. Inform the Board of significant money transfers within funds or other changes substantially affecting the organizational financial condition.		_____ Compliant _____ Non-Compliant
3. Ensure that the Board has adequate information from various internal and external viewpoints to ensure informed Board decisions.		_____ Compliant _____ Non-Compliant
4. Make a reasonable effort to inform the Board of anticipated significant media coverage.		_____ Compliant _____ Non-Compliant
5. Treat all Board members impartially and ensure that all members have equal access to information.		_____ Compliant _____ Non-Compliant
6. Inform the Board President if, in the Executive Director’s opinion, the Board or individual members have encroached into areas of responsibility assigned to the Executive Director or if the Board or its members are non-compliant with any Governance Culture or Executive Director/Board Relations policies.		_____ Compliant _____ Non-Compliant
7. Inform the Board and Board President of any actual or anticipated noncompliance with any Board Operational Expectation policy or any expected failure to achieve reasonable progress toward compliance with these policies.		_____ Compliant _____ Non-Compliant

Possible Policy Changes

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.

Recommendation:

The monitoring report will be accepted and filed.

The District Code of Ethics Board Members' Certificate

Verification of Receipt, Review, and Signature

_____ Neither I nor, to the best of my knowledge, any member of my family has had or has an interest or taken any action which would contravene the policy of this Board.

_____ Neither I nor, to the best of my knowledge, any member of my family has had or have an interest or taken any action which would contravene the policy of this Board, except such interest or action fully disclosed below:

Printed Name

Signature

Date

Acknowledgement of Clerk

Please sign and date this certificate and return it to Board Clerk



**West Fargo Park Board Meeting
Wednesday, July 8, 2026
Election of Officers and Portfolios**

Contact Person:

Amy Zundel, Executive Director

Agenda Item:

Election of Officers and Portfolios

Description of Request:

Pursuant to NDCC and Park Board policy, the Park Board shall elect a President and Vice President every two years, after the election, to serve for the upcoming two years. Following the election of officers, the Board will consider appointments to its committee and portfolio assignments.

Portfolio Assignments Needed:

- **West Fargo Events — 1 Commissioner:**
 - *Please note:* Prior to 2024, the Park Board held two designated seats on the West Fargo Events Board (Commissioner Gellner and Commissioner Heise). Following a bylaw amendment in 2024, the Park Board now has one designated seat. Commissioner Gellner continues to serve on the West Fargo Events Board as a Member-at-Large rather than as the Park Board's appointed representative.
- **West Fargo Parks & Recreation Foundation — 2 Commissioners:**
 - Previously held by Commissioner Seymour and Commissioner Lauritsen
- **Recreation Portfolio — 2 Commissioners:**
 - Previously held by Commissioner Seymour and Commissioner Heise
- **Operations Portfolio- 2 Commissioners:**
 - Previously held by Commissioner Gellner and Commissioner McCracken
- **Administration Portfolio:**
 - Typically held by the Park Board President
 - Previously held by Commissioner Lauritsen

Motion Suggestion:

Motion No. 1

Move to elect _____ as President of the West Fargo Park Board for a two-year term.

Motion No. 2

Move to elect _____ as Vice President of the West Fargo Park Board for a two-year term.

Motion No. 3

Move to approve the following Board portfolio assignments:

- West Fargo Events: Commissioner _____.
- West Fargo Parks & Recreation Foundation: Commissioner _____ and Commissioner _____.
- Recreation Portfolio: Commissioner _____ and Commissioner _____.
- Operations Portfolio: Commissioner _____ and Commissioner _____.
- Administration Portfolio: Park Board President, Commissioner _____.



**West Fargo Park Board Meeting
Wednesday, July 8, 2026
2027 Horace Park District Recreation Programming Agreement**

Contact Person:

Amy Zundel, Executive Director

Agenda Item:

2027 Horace Park District Recreation Programming Agreement

Description of Request:

Background

Staff is requesting approval of the 2027 Recreation Programming Agreement with the Horace Park District. This represents the third and final year of the current partnership, as Horace Park District has indicated its intent to transition to an in-house full-time recreation position beginning in 2028.

Staff views this partnership as mutually beneficial and believes the success achieved under the 2025 and 2026 agreements has continued to strengthen the relationship between the two districts while providing quality recreational programming for residents of both districts. The agreement has allowed the District to expand programming opportunities and generate additional recreation revenue without negatively impacting programming, staffing, or the overall user experience for West Fargo Park District residents. As Horace continues to experience rapid growth within the same school district and shared recreation market, staff believes assisting with this temporary transition helps provide consistent, high-quality recreational programming for families throughout both communities while benefiting both park districts.

The proposed 2027 agreement is substantially unchanged from the 2026 agreement. Staff is recommending a contract amount of \$55,000, representing a 10% increase from the 2026 agreement to reflect increased personnel and operating costs. Minor revisions have also been made to update contract dates and budget category limits. Horace Park District has indicated that the proposed contract amount is acceptable and aligns with its adopted budget assumptions and ability for 2027.

Staff believes the proposed compensation appropriately reflects the level of service being provided while recognizing the financial realities facing both park districts. Given that this agreement represents the final year of the partnership and has already been negotiated within Horace Park District's anticipated budget, staff is not recommending any additional changes to the compensation amount.

Should the Board determine it does not wish to continue the agreement for 2027, staff requests direction at this meeting regarding the associated budget adjustments. The anticipated contract revenue has been incorporated into the preliminary 2027 budget. Due to the statutory budget

timeline established under North Dakota Century Code, staff will need timely direction to identify the programs, services, or expenditures the Board wishes to modify in the preliminary General Fund budget should the agreement not be approved.

Motion Suggestion:

Move to approve the 2027 Recreation Programming Agreement between the West Fargo Park District and the Horace Park District in the amount of \$55,000.

**RECREATIONAL PROGRAMMING
SERVICES AGREEMENT**

BY AND BETWEEN

**PARK DISTRICT OF THE
CITY OF WEST FARGO, NORTH DAKOTA**

AND

**PARK DISTRICT OF THE
CITY OF HORACE, NORTH DAKOTA**

Dated as of _____, 2026

Relating to:

**An agreement in which West Fargo Park District will provide coordination and supervision
of recreational programming in 2027 for the Horace Park District.**

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078

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Signature Pages S-1 Through S-2

RECREATIONAL PROGRAMMING SERVICES AGREEMENT

THIS RECREATIONAL PROGRAMMING SERVICES AGREEMENT (the “Agreement”) is effective as of the 1st day of January, 2027 (the “Effective Date”), by and between the Park District of the City of West Fargo, North Dakota, a North Dakota political subdivision (“West Fargo Parks”); and the Park District of the City of Horace, North Dakota, a North Dakota political subdivision (“Horace Parks”).

WHEREAS, Horace Parks is a small park district with a small number of employees and would like to provide recreational programming services to its residents; and

WHEREAS, West Fargo Parks is a larger park district and has a recreation department established with staff and systems already set up for recreational programming; and

WHEREAS, the Board of Commissioners for both Horace Parks and West Fargo Parks have approved a shared recreation position in their 2027 budgets, where the employee will be employed by West Fargo Parks and Horace Parks will pay a fee to West Fargo Parks for receiving recreational programming services; and

WHEREAS, West Fargo Parks and Horace Parks desire to enter into this Agreement for the West Fargo Parks to provide recreational programming services to Horace Parks for the calendar year 2027.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, West Fargo Parks and Horace Parks agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this section unless a different meaning clearly applies from the context.

“Agreement” means this Recreational Programming Services Agreement, dated as of the Effective Date, and any amendments thereto.

“Applicable Law” means, collectively, the Constitutions of the United States and of the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any Person, the articles of incorporation, bylaws, or other organizational or governing documents of such Person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to West Fargo Parks or to Horace Parks.

“Best Efforts” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“Business Day” means any day that is not a Saturday, a Sunday, or a State public holiday.

“Effective Date” means the date listed and identified as such in the opening paragraph of this Agreement.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

“Good Industry Practice” means the industry practices and standards that would be exercised by a prudent and experienced service provider engaged in the same kind of undertakings and under similar circumstances as those applying to the Services.

“Horace Parks” means the Park District of the City of Horace, North Dakota.

“Horace Parks Representative” means the individual identified in Section 6.08.

“Party” means either West Fargo Parks or Horace Parks, as the context may require, and its respective legal representatives, successors, and permitted assigns, and wherever a reference in this Agreement is made to any Parties hereto, **“Parties”** means West Fargo Parks and Horace Parks, collectively, and their respective legal representatives, successors, and permitted assigns.

“Person” means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, or a governmental authority.

“Services” means as defined in Section 2.01.

“State” means the State of North Dakota.

“Term” means as defined in Section 4.01.

“West Fargo Parks” means the Park District of the City of West Fargo, North Dakota.

“West Fargo Parks Representative” means the individual identified in Section 6.08.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any

agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. ENGAGEMENT

Section 2.01 SERVICES. Horace Parks hereby engages West Fargo Parks to provide the coordination and supervision of the recreational programming in 2027 for the Horace Park District which will include, but not limited to the following (the "Services"):

- (a) Coordination and supervision of recreational programs and events May-September. The programs and events are the same or equivalent programs and quantities as there were for 2026.
- (b) Develop and assemble the 2027 spring/summer program catalog.
- (c) Enter the 2027 spring/summer programs into Rec Desk online registration system.
- (d) Develop and direct the distribution of news releases, public service announcements, flyers, schedules, reports and related program information while coordinating information with related and appropriate staff.
- (e) Coordinate and direct social media posts to and from the public and answer and direct social media posts to appropriate personnel, including but not limited to postponements, cancellations, and announcements.
- (f) Hire, train, supervise, and terminate part-time staff.
 - i. Part-time staff are employees of Horace Parks.
 - ii. Full-time staff are employees of West Fargo Parks.

- (g) Administer the Horace Parks 2027 Recreation Budget. Any expenses exceeding the budgeted amount will need prior approval by the Horace Parks Representative.
 - i. Recreation Wages \$75,000
 - ii. Supplies \$18,000
 - iii. Special Events \$18,000
- (h) Collection and approval of time sheets.
- (i) Monitor inventory of equipment and supplies.
 - i. Any purchases made on behalf of Horace Parks will be reimbursed to West Fargo Parks monthly.

West Fargo Parks hereby accepts such engagement to provide the Services to Horace Parks during the term of this Agreement.

Section 2.02 PERFORMANCE. In performing the Services, West Fargo Parks and its employees will serve Horace Parks in Good Faith and will protect and promote Horace Parks' interests, observe all Applicable Laws relevant to the Services, and will follow Good Industry Practice. West Fargo Parks will devote sufficient time and its Best Efforts to fulfilling the Services as set forth in this Agreement competently and in a timely fashion.

Section 2.03 CONFIDENTIALITY. All information furnished to, or developed by, West Fargo Parks or any of its employees will be the property of Horace Parks and will be kept confidential by West Fargo Parks, both during and after the term of this Agreement. In the event West Fargo Parks receives an open records request for any records relating to its Services or this Agreement, West Fargo Parks will notify the Horace Parks Representative of the request and will secure an opinion from Horace Parks as to whether West Fargo Parks should release the records.

Section 2.04 INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed that West Fargo Parks and its employees are at all times acting and performing as an independent contractor and not as an employee, joint venturer, agent, partner, or lessee of Horace Parks. Horace Parks will not exercise control or direction over the specific methods by which West Fargo Parks performs its Services hereunder. The sole interest and responsibility of Horace Parks will be to ensure that the Services covered by this Agreement are rendered in accordance with the terms and conditions hereof. West Fargo Parks and its employees shall not have any claim under this Agreement against Horace Parks for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or other employee benefits, all of which shall be the sole responsibility of West Fargo Parks. Horace Parks will not withhold on behalf of West Fargo Parks or any of its employees any sums for income tax, unemployment insurance, Social Security, or otherwise pursuant to any law or requirement of any governmental agency, and all such withholding, if any is required, shall be the sole responsibility of West Fargo Parks.

ARTICLE III. INVOICING AND AUDIT

Section 3.01 PAYMENT AND INVOICES. Horace Parks agrees to pay West Fargo Parks a lump sum payment of Fifty-Five Thousand Dollars (\$55,000) (“Compensation”) for West Fargo Parks to provide the Services for 2027. West Fargo Parks will remit an invoice to Horace Parks for the Compensation no later than August 1, 2027, in accordance with Section 3.03. The Compensation will be paid from Horace Parks’ Recreation Wages budget line item.

Section 3.02 HORACE PARKS’ COSTS AND DUTIES. Horace Park District will assume the following costs and duties:

- (a) Assume payroll duties and compensation to part-time seasonal employees per budget.
- (b) Accrue any costs associated with background checks for part-time seasonal staff.
- (c) Assume any workers’ compensation claims associated with work related injuries.
- (d) Assume any costs of equipment and supplies needed to operate recreational programs and events.
- (e) Report any workplace injuries to the West Fargo Parks’ full-time staff member immediately.

Section 3.03 INVOICES.

- (a) Any invoices remitted by West Fargo Parks to Horace Parks will be in a format determined by West Fargo Parks in its discretion but will include the identification of West Fargo Parks, a description of the activity included in the invoice, and the address where payment should be remitted. West Fargo Parks will remit the invoices to the Horace Parks Representative.
- (b) After Horace Parks receives an invoice from West Fargo Parks, Horace Parks will either process the invoice for payment or provide West Fargo Parks specific reasons, in writing, within fifteen (15) Business Days of receipt why part or all of Horace Parks’ payment is being withheld and what actions West Fargo Parks must take to receive the withheld amount.
- (c) In the event of disputed billing, only the disputed portion will be withheld from payment, and Horace Parks will pay the undisputed portion. Horace Parks will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to West Fargo Parks.
- (d) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified following payment, West Fargo Parks will credit any payment in error from any payment that is due or that may become due to West Fargo Parks under this Agreement.
- (e) Horace Parks will be charged interest at the rate of one-half percent (1/2%) per month, or the maximum percent permitted by Applicable Law if lesser, on all past due amounts

starting thirty (30) calendar days after receipt of invoice. Payments will first be credited to interest and then to principal.

Section 3.04 AUDIT AND DISPUTE. All records for charges and expenditures for which West Fargo Parks claims are owed by Horace Parks will be available to Horace Parks at all reasonable times to allow Horace Parks to check and audit the invoices submitted by West Fargo Parks. Any overpayment or underpayment discovered during the audit will be treated as a dispute under Article V.

ARTICLE IV. TERM AND TERMINATION

Section 4.01 TERM. The term of this Agreement will commence on the Effective Date and will terminate on December 31, 2027 (the “Term”).

Section 4.02 TERMINATION. A Party may terminate this Agreement at any time by providing thirty (30) calendar days’ written notice to the other Party.

Section 4.03 EFFECT OF TERMINATION. Upon termination of this Agreement, whether by expiration of the Term or through notice of termination given by a Party, each Party will cease performance of any services previously sought under the terms of this Agreement and will return any and all data provided under the terms of this Agreement to the originating Party.

ARTICLE V. DISPUTE RESOLUTION

Section 5.01 INTENT. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

Section 5.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator, or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with West Fargo Parks striking first, followed by Horace Parks.

Section 5.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior section, the Party may litigate the matter.

Section 5.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 5.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE VI. MISCELLANEOUS

Section 6.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 6.02 MODIFICATION. This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

Section 6.03 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.04 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 6.05 WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 6.06 THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement.

Section 6.07 ACKNOWLEDGMENT. Each Party affirms and acknowledges that it has fully read and appreciates and understands the words, terms, conditions, and provisions of this Agreement and is fully satisfied with the same.

Section 6.08 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

Section 6.09 AUTHORIZED REPRESENTATIVES. West Fargo Parks and Horace Parks hereby designate the following individuals as their initial authorized representatives, respectively, to administer this Agreement on their respective behalf:

(a) West Fargo Parks Representative: Lance Belisle – lance@wfparks.org

(b) Horace Parks Representative: Justin Germundson – justin@horaceparks.org

(c) West Fargo Parks Representative and the Horace Parks Representative will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of West Fargo Parks and Horace Parks, respectively, and will be the recipients of notices and other written communications from the other Party pursuant to this Agreement, except as otherwise permitted herein. Such representatives, however, will not have the authority to make decisions binding upon West Fargo Parks or Horace Parks, except to the extent expressly authorized by West Fargo Parks or Horace Parks, as the case may be, in writing.

(d) In the event West Fargo Parks or Horace Parks designates a different representative, it will give the other Party written notice of the identity of and contact information for the new representative.

Section 6.10 NOTICE.

(a) All notices under this Agreement will be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses.

(b) All notices to West Fargo Parks will be marked as regarding this Agreement and will be delivered to the following address or as otherwise directed by West Fargo Parks Representative:

601 26th Avenue E
West Fargo, ND 58078

(c) All notices to Horace Parks will be marked as regarding this Agreement and will be delivered to the following address or as otherwise directed by the Horace Parks Representative:

P.O. Box 161
Horace, ND 58047

(d) Notices will be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 P.M. Central Time will be deemed received on the first Business Day following delivery.

Section 6.11 SURVIVAL. The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

Section 6.12 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances including, but are not limited to: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order, or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 6.13 COUNTERPARTS. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.14 ELECTRONIC SIGNATURES. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a “.pdf” format date file, or by other electronic means, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

IN WITNESS WHEREOF, West Fargo Parks and Horace Parks caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for West Fargo Parks

The Board of Park Commissioners of Park District of the City of West Fargo, North Dakota, approved this Agreement on the ____ day of _____, 2026.

By: _____
President of the Board of Park
Commissioners

ATTEST:

Clerk

Signature Page for Horace Parks

The Board of Park Commissioners of Park District of the City of Horace, North Dakota, approved this Agreement on the ____ day of _____, 2026.

By: _____
President of the Board of Park
Commissioners

ATTEST:

Clerk



**West Fargo Park Board Meeting
Wednesday, July 8, 2026
2027 Budget Preview**

Contact Person:

Justin Germundson - Finance Director

Agenda Item:

2027 Budget Preview

Description of Request:

I will provide an overview of the 2027 Budget. I need a decision on three items: General Fund Dollars Levied, Employee Raise Allocation, and Public Budget Hearing.

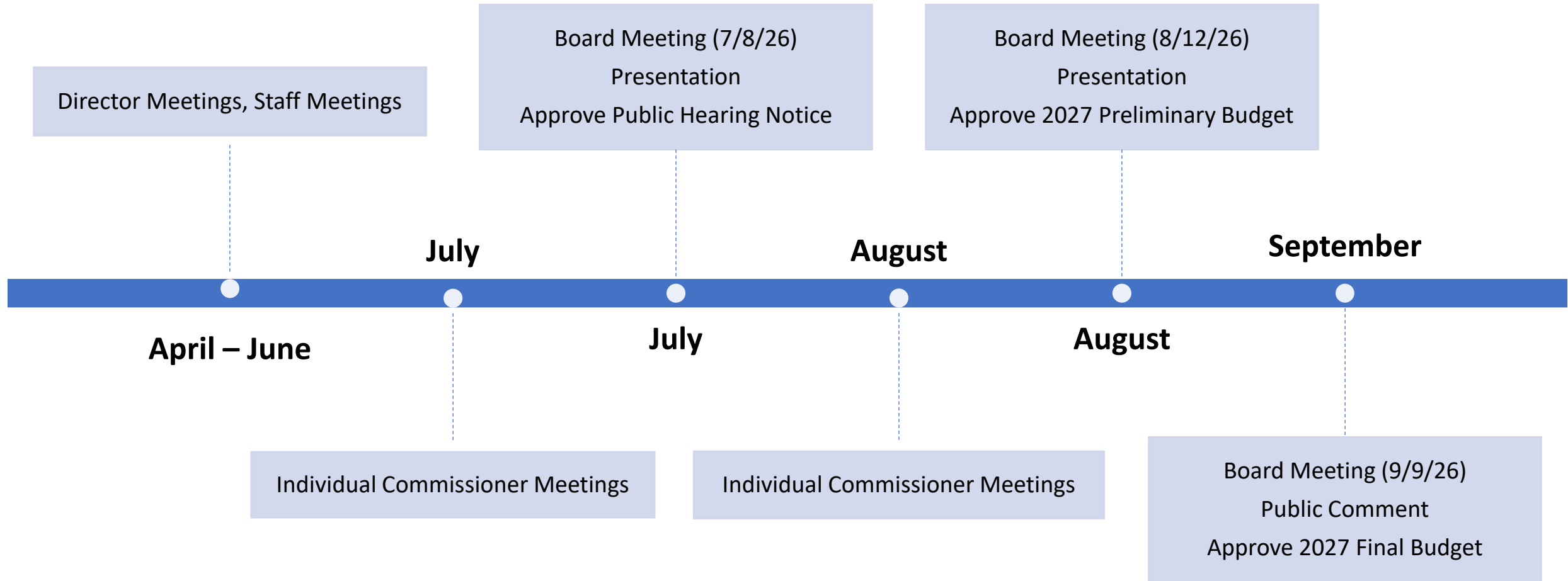
Motion Suggestion:

1. Approve the 2027 budget amounts: \$75,349 for New Growth Allowance, \$115,496 for 3% Cap Allowance, and \$3,965,350 for Current Year Cap.
2. Approve the Employee Raise Allocation of 2.8% for COLA and 1.2% for Merit Adjustment.
3. Set the Public Budget Hearing for 6:00 pm on Wednesday, September 9, at the Rustad Recreation Center with the Budget Review available at www.wfparks.org.

West Fargo Park District

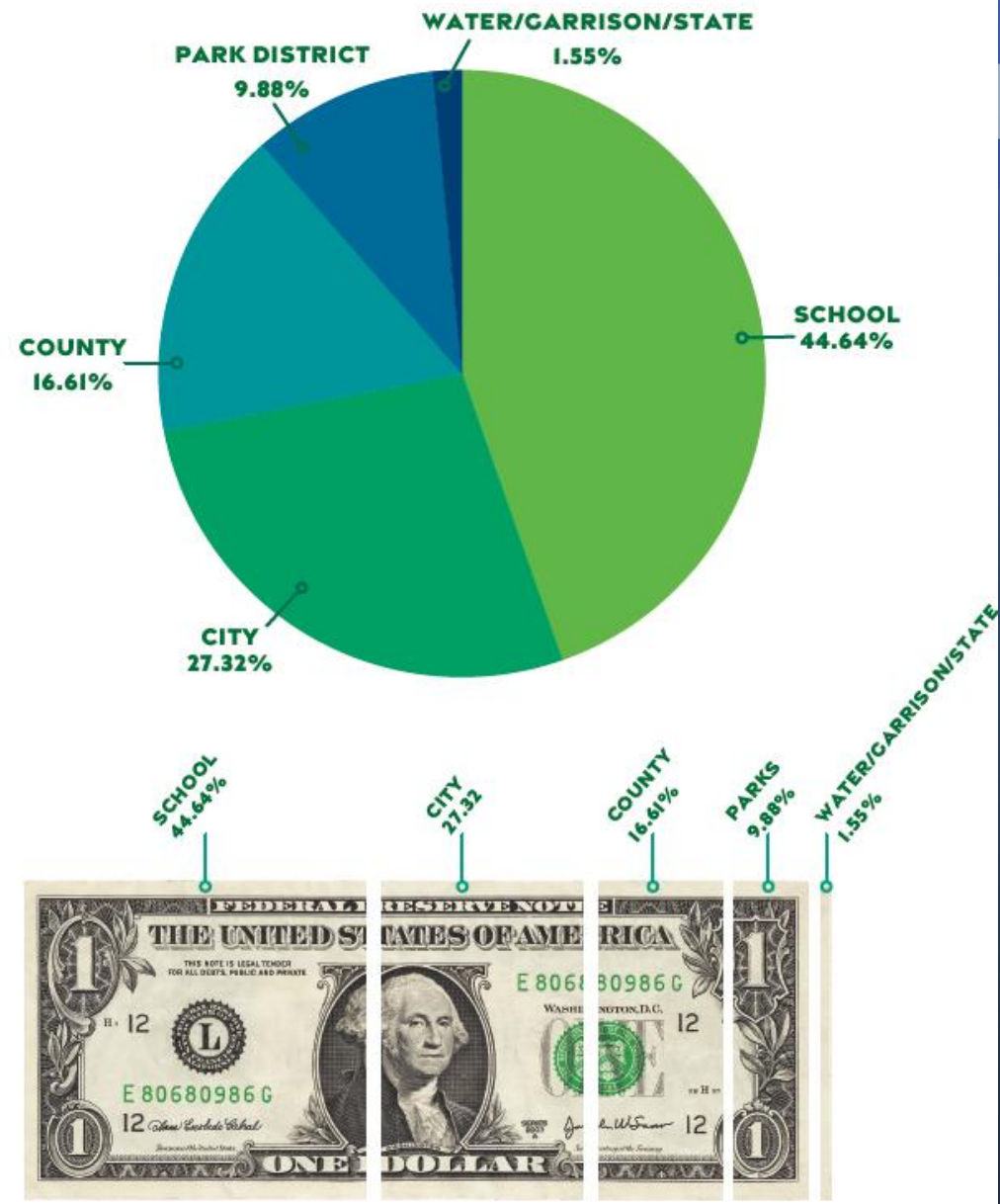
2027 Budget Preview

2027 Budget Timeline



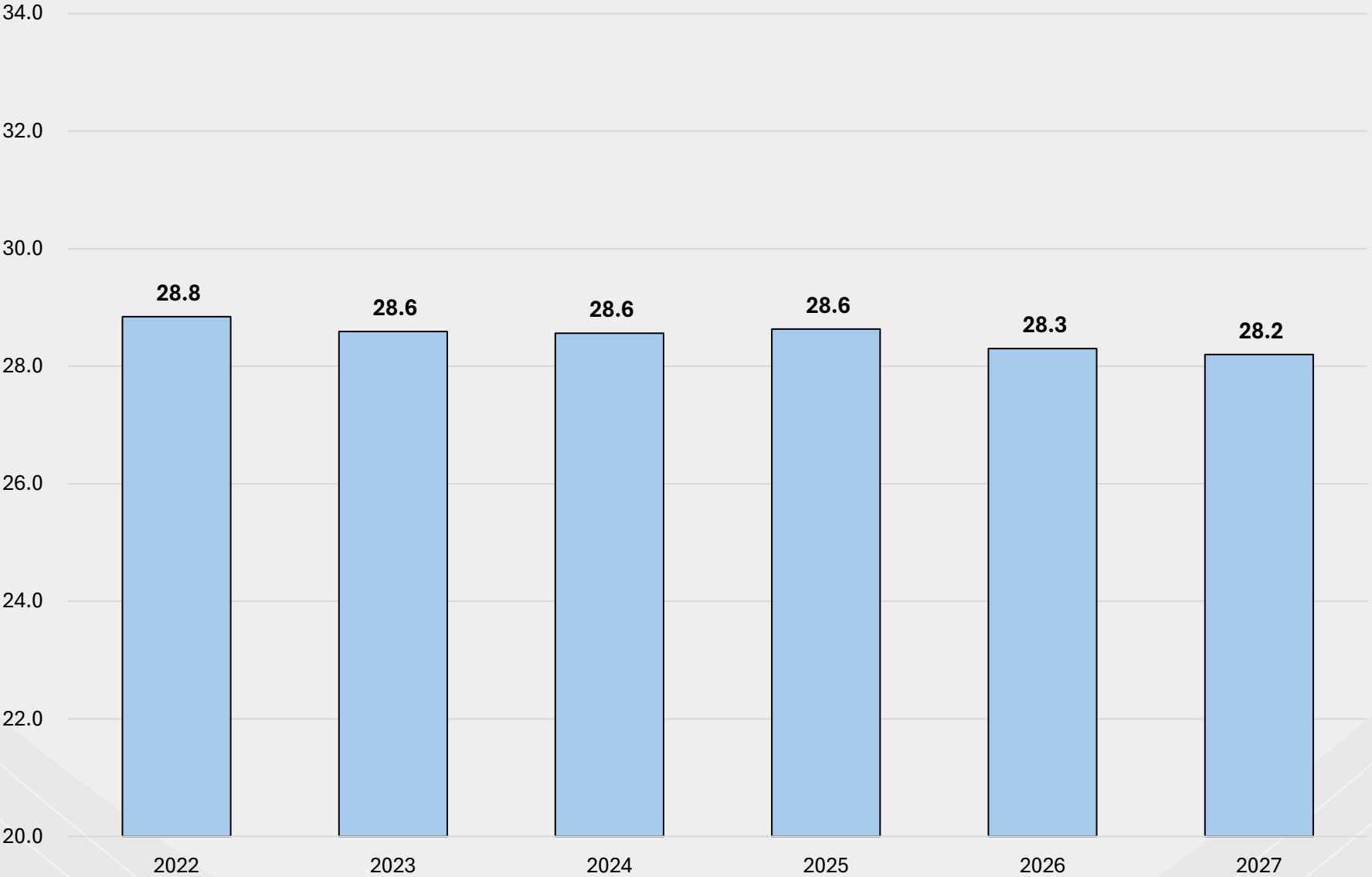
WHERE DO YOUR TAX DOLLARS GET SPENT?

BREAKDOWN OF A DOLLAR

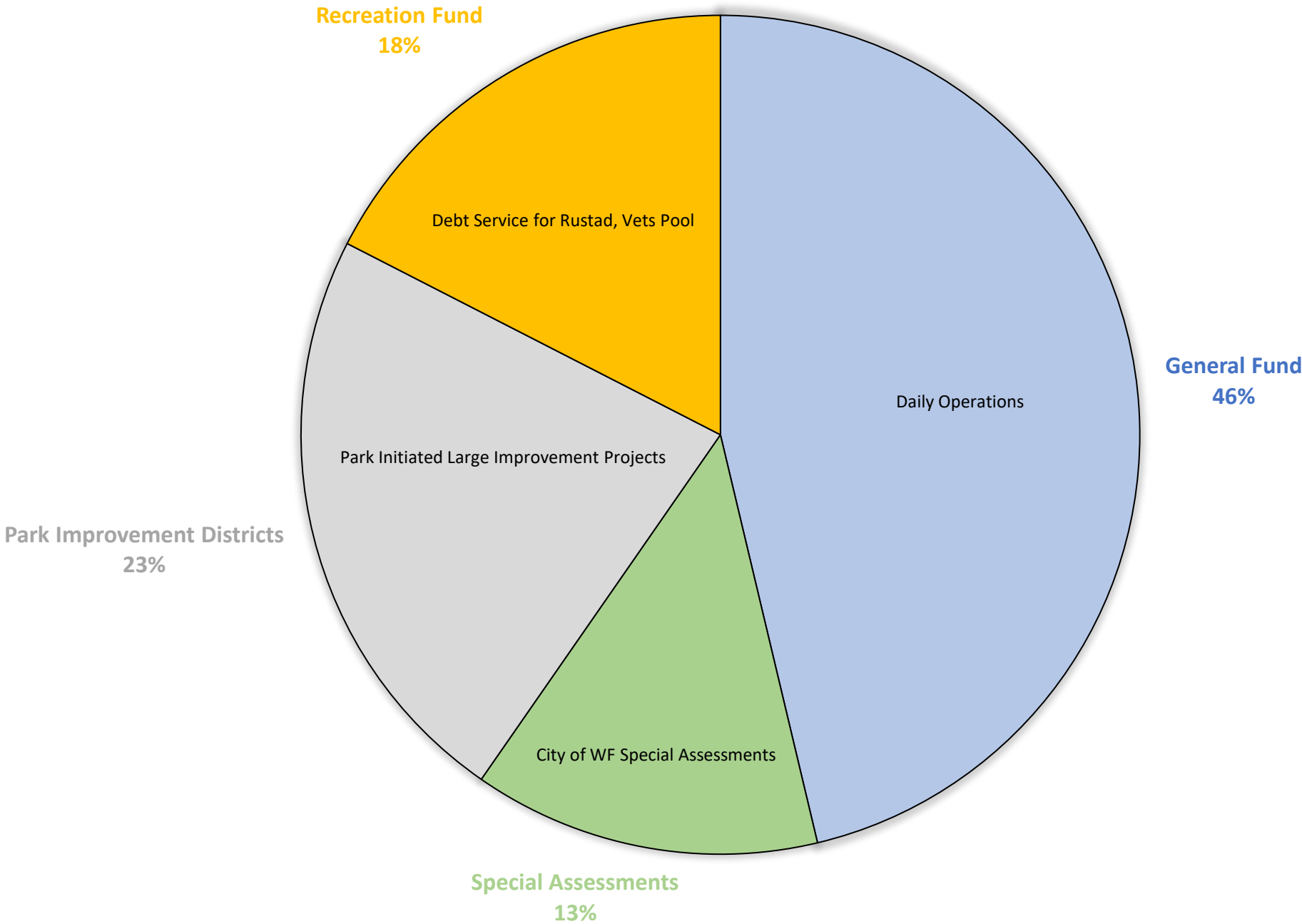


Source: 2025 Equalization Report

MILL LEVY HISTORY



WHAT DOES THE 28 MILLS FUND?



Budget Highlights

Balanced Budget

General Fund:

Revenues \$6.9M

Expenses \$6.9M

All Funds:

Revenues \$17.2M

Expenses \$17.2M

House Bill 1176

3% Property Tax Cap
(General Fund only)

Allows additional
increase for
New Growth

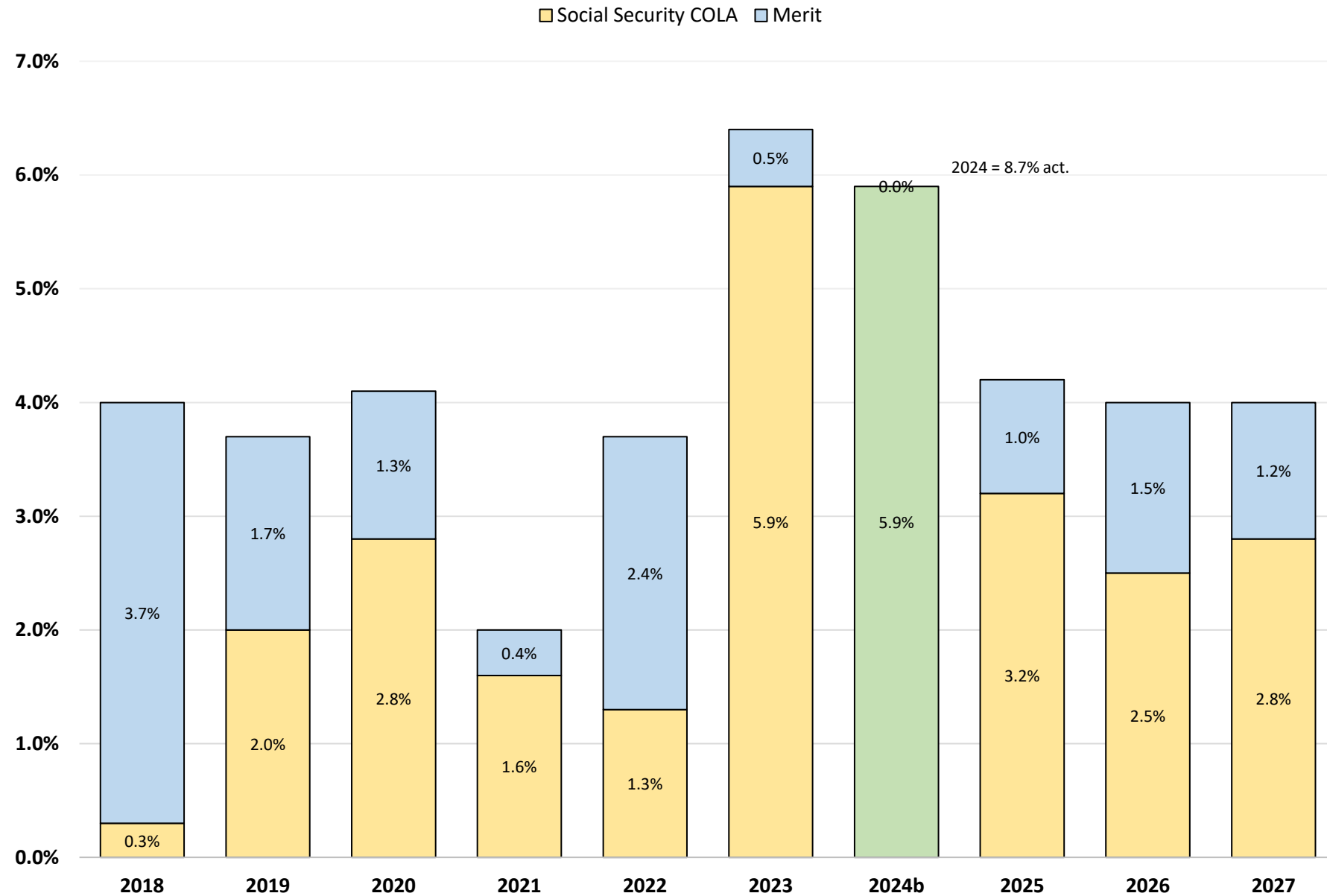
Personnel

- No Full-Time Employee Additions
- Raise Request = 4%
2.8% COLA
1.2% Merit

	TAX YEAR	TY2025	TY2024
CALCULATION 1 - Base Year Calculation		Previous Yr Levy	Levy 2 Years Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years	3,774,509	3,611,385
	Less: Levies Exempt from Cap		
5	Less: Irrepeable tax to pay bonded debt (See Note 3)		
6	Less: Taxes or Special Assessments levied to pay debt (See Note 4)		
7	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)		
8	Less: Special improvement project paid by general taxation (See Note 6)		
9	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)		
10	Less: Water Resource Districts (See Note 7)		
11	Less: School District Tuition Levy (See Note 8)		
12	Less: Not entity-wide (requires separate cap calculation)		
13	Less: Other		
14	Difference = Dollars Levied Subject to Percentage Cap Increase (Line 4 minus Lines 5-13)	3,774,509	3,611,385
15	Base Year Levy (highest of last 3 years Line 14)	3,774,509	Section 22, 6c
CALCULATION 2 - Adjusted Year Calculation			
16	Previous Year Levy (from Line 14, 1st column)	3,774,509	Section 22, 6a
17	Previous Year Taxable Value	285,947,666	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	13.20	
19	Plus: New Property Taxable Value	4,943,065	Section 22, 6a1
20	Plus: Expired TIF Incremental Taxable Value		Section 22, 6a1
21	Plus: Expired Exemptions Taxable Value	13,783,814	Section 22, 6a2
22	Minus: Removed Property Taxable Value	13,018,656	Section 22, 6a3
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	5,708,223	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	75,349	
25	Minus: Expired Temporary Mill Levy Amount	-	Section 22, 6a4
26	Net Adjustments (Line 24 minus Line 25)	75,349	
27	Adjusted Year Levy (Line 16 plus Line 26)	3,849,858	Section 22, 6a
CALCULATION 3 - Cap Allowance Calculations			
	A. Current Year Cap Allowance		
28	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	3,849,858	Section 22, 6a
29	Current Year Allowable Cap Percentage Limit	3.00%	Section 22, 6, a2b
30	Cap Allowance Amount (Line 28 times Line 29)	115,496	Section 22, 6b
31	CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Cap Allowance Amount (Line 30)	3,965,354	

BUDGET SUMMARY				
		2025	2026	2027
One Mill Value:				
		\$271,696	\$285,947	\$300,733
		6%	5%	5%
Mills Levied:				
	General Fund	13.3	13.2	13.2
	Special Assessment Funds	10.4	10.1	10.0
	Recreation Fund	5.0	5.0	5.0
		28.6	28.3	28.2
New Growth Allowance (HB1176)				
	General Fund		87,459	75,349
Dollars Levied:				
	General Fund	3,609,585	3,774,509	3,965,350
	Special Assessment Funds	2,827,735	2,888,071	3,005,000
	Recreation Fund	1,362,108	1,429,738	1,503,665
		7,799,428	8,092,319	8,474,015

FTE RAISE BREAKDOWN



Decisions Required Today:

General Fund Dollars Levied

- **New Growth Allowance**
\$75,349
- **3% Cap Allowance**
\$115,496
- **2027 General Fund Cap**
\$3,965,350

Employee Raise Allocation

- **2.8%**
Cost of Living Adjustment
(2026 Social Security COLA)
- **1.2%**
Merit Adjustment

Public Budget Hearing

- Wednesday, September 9
- Rustad Recreation Center,
6:00 P.M.
- Budget Review available at
www.wfparks.org

Questions or Comments

Justin Germundson

Finance Director

West Fargo Parks

701-551-7119

justin@wfparks.org



**West Fargo Park Board Meeting
Wednesday, July 8, 2026
Discussion of E-Bikes, Electric Scooters, and Other Micromobility Devices**

Contact Person:

Amy Zundel, Executive Director

Agenda Item:

Discussion of E-Bikes, Electric Scooters, and Other Micromobility Devices

Description of Request:

Background

Over the past several years, the Park District has experienced a significant increase in the use of electric bicycles (e-bikes), electric scooters, minibikes, and other electric-powered micromobility devices throughout the park system. While these devices provide recreational and transportation benefits, they have also created increasing safety concerns on shared-use trails and within heavily trafficked parks.

Staff have observed more frequent conflicts between high-speed riders and pedestrians, runners, families with young children, and other trail users. In addition, electric-powered devices have caused damage to portions of the trail system and park amenities. Riders are doing things like use sledding hills and other park features to operate these devices, accelerating erosion and creating additional maintenance concerns.

Another emerging concern is the increasing popularity of electric-powered scooters and minibikes among children. Many of the devices being operated in parks are commonly referred to as "e-bikes," but they do not meet North Dakota's legal definition of an electric bicycle. Instead, many resemble small electric dirt bikes or motorcycles, often lacking operable pedals and capable of speeds well beyond those contemplated under North Dakota's electric bicycle statutes.

As these devices become more common, distinguishing between a legal electric bicycle and a motor vehicle requiring registration and licensing has become increasingly difficult for park users, parents, and enforcement personnel.

This discussion item is intended to provide the Board with an overview of current North Dakota law, existing West Fargo ordinances, and the practical challenges staff are experiencing throughout the park system.

North Dakota Electric Bicycle and Related Law

North Dakota adopted the nationally recognized three-class electric bicycle system beginning January 1, 2022. An electric bicycle is defined as a bicycle equipped with fully operable pedals, a seat or saddle, and an electric motor producing no more than 750 watts.

Class 1

- Pedal-assist only, maximum assisted speed of 20 mph, motor of 750 watts or less, no throttle
- No statewide minimum age

Class 2

- Throttle capable, maximum assisted speed of 20 mph, motor of 750 watts or less, throttle permitted
- No statewide minimum age

Class 3

- Pedal-assist only, maximum assisted speed of 28 mph, motor of 750 watts or less, speedometer required
- Riders under the age of 18 must wear a helmet

Pursuant to NDCC 39-10.1-09:

- Every electric bicycle sold in North Dakota must have a permanent manufacturer label identifying its class, maximum assisted speed, and motor wattage.
- Electric bicycles must comply with the manufacturing requirements contained in 16 CFR Part 1512.
- The electric motor must disengage whenever the rider stops pedaling or applies the brakes.
- A person may not tamper with or modify an electric bicycle to change its speed capability unless the required classification label is replaced.
- Unless otherwise prohibited by the governmental entity having jurisdiction, electric bicycles may be operated on bicycle paths and multi-use trails.

Registration and Licensing

Electric bicycles meeting the statutory definition are specifically excluded from North Dakota title and registration requirements under NDCC 39-05-02.2(12). Accordingly, no driver's license is required, no registration is required, no certificate of title is required.

This is one of the most misunderstood areas of North Dakota law. Many online retailers advertise electric-powered vehicles as "e-bikes" even though they exceed statutory limits or fail to meet the legal definition of an electric bicycle.

Electric bicycles are specifically excluded from title and registration requirements under NDCC 39-05-02.2(12). This has created confusion because many websites incorrectly state that all electric-powered bicycles are exempt from licensing requirements. In reality, North Dakota law distinguishes between electric bicycles and motorized bicycles or motorcycles. While electric bicycles do not require registration or licensing, motorized bicycles and motorcycles remain subject to separate licensing, registration, insurance, and equipment requirements.

This has relevance to liability exposure. If an individual is operating a device that, under state law, should be registered, insured, or otherwise treated as a motor vehicle, but is instead being operated without insurance on Park District property, it could create financial and legal implications for both the operator and potentially the District in the event of a serious accident or injury. While liability would ultimately depend on the specific facts and applicable law, understanding which devices require registration and insurance is an important component of the broader discussion regarding public safety and risk management.

Motorized Bicycles and Electric Motorcycles

Many of the devices that staff and the public are observing throughout the park system appear to fall outside the legal definition of an electric bicycle.

Examples include electric motocross bikes, electric dirt bikes, Sur-Ron-style motorcycles, Talaria-

style motorcycles, and similar high-powered vehicles.

These devices frequently:

- Do not have operable pedals, exceed the 750-watt motor limitation, are capable of speeds well beyond 28 mph, function more like motorcycles than bicycles.

If these vehicles exceed the statutory definition of an electric bicycle, they may instead qualify as motorcycles or motorized bicycles under North Dakota law.

Generally, these vehicles require:

- Registration and title; a valid driver's license or motorcycle endorsement, depending on the vehicle classification, liability insurance; compliance with motorcycle equipment standards, including lighting, mirrors, brakes, horn, and other required safety equipment if operated on public roadways.

These vehicles are generally not intended for operation on sidewalks, recreational trails, or bicycle paths.

Motorized Bicycle Definition

Under North Dakota law, a motorized bicycle generally consists of:

- Two or three wheels, maximum width of 32 inches, foot pedals or footrests, automatic drive system, maximum of two brake horsepower, maximum displacement of 49.98 cc or equivalent electric power, maximum speed not exceeding 30 mph on a level surface.

Operators must:

- Be at least 14 years of age and possess a valid permit or driver's license of any class.

Additional North Dakota Laws

Electric bicycles may operate on bicycle and multi-use paths unless prohibited by the governmental entity having jurisdiction. North Dakota's "Stop as Yield" law allows bicyclists to slow and yield at stop signs on two-lane roadways when safe to do so. A complete stop remains required at intersections involving roadways with three or more lanes. North Dakota does not regulate bicycle operation on sidewalks statewide. Local ordinances govern sidewalk operation.

Current West Fargo Ordinances

Current West Fargo ordinances generally mirror North Dakota's electric bicycle statutes.

Sidewalk Use

West Fargo restricts bicycle operation on sidewalks in several circumstances, including:

- Within business districts.
- Within underpasses.
- By persons age 12 or older, except for limited exceptions.
- Riders using sidewalks must yield to pedestrians and provide an audible warning before passing.

Electric Bicycles

West Fargo has adopted the same electric bicycle classifications and operational requirements established under North Dakota law.

Motorized Scooters

Unlike electric bicycles, motorized scooters may not be operated on:

- Sidewalks.
- Bike paths.
- Pedestrian walkways.
- Recreational trails.

Additional requirements include roadway restrictions, reflector and flag requirements, daylight-only operation, helmet requirements for riders under age 18, factory exhaust and braking systems, passenger restrictions, and compliance with all applicable traffic laws.

Discussion

The purpose of this item is to provide the Park Board with an opportunity to discuss the increasing use of electric bicycles, electric scooters, minibikes, and other micromobility devices throughout the Park District. Mr. Shockley will be present to answer legal questions and provide guidance regarding the Park District's authority to regulate these devices within parks and on trails if the District desires to discuss any potential options.

If the Park Board wishes to provide direction to staff, potential future actions could include, but are not limited to:

- Attempt to engage the West Fargo Police Department on more targeted complaints.
- A public education campaign or park marketing materials explaining the differences between electric bicycles, motorized bicycles, and electric motorcycles and what is allowed within the park.
- Change current Park District ordinances, rules, and regulations governing electric-powered devices, under advisement of Mr. Shockley. If the Park Board chooses to pursue rules or ordinances that are more restrictive than City of West Fargo Ordinance, then the cost and responsibility of enforcement and prosecution would be left to the Park District.
- Discuss whether trespass is warranted in any circumstance surrounding illegal use of micromobility within the park.
- Consider restrictions on certain categories of motorized devices on shared-use trails or within specific park facilities.
- Request additional signage.
- Collect additional information regarding trail conflicts, property damage, user complaints, and safety concerns before considering future policy recommendations or taking any action.

No action is requested at this time. The purpose of this agenda item is to receive Board discussion and determine whether the Board wishes to provide any direction to staff for future research, policy development, or ordinance review.

Motion Suggestion:

NORTH DAKOTA'S ELECTRIC BICYCLE LAW

ND

NORTH DAKOTA'S ELECTRIC BICYCLE LAW FOR THE ROAD

- » Electric bicycles are regulated like bicycles. The same rules of the road apply to both electric bicycles and human-powered bicycles.
- » Electric bicycles are not subject to the registration, licensing, or insurance requirements that apply to motor vehicles.
- » North Dakota designates three classes of electric bicycles:
 - » Class 1: Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the electric bicycle reaches 20 mph.
 - » Class 2: Bicycle equipped with a throttle-actuated motor, that ceases to provide assistance when the electric bicycle reaches 20 mph.

- » Class 3: Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the electric bicycle reaches 28 mph.
- » A person under 18 cannot operate a Class 3 e-bike unless they are wearing a helmet.
- » Electric bicycles are allowed on bicycle or multi-use paths. However, local governments have the authority to restrict the use of electric bicycles on paths. When in doubt, check with your town, city, or county for local rules and regulations.

* The following North Dakota laws are referenced: N.D. Cent. Code § 39-01-01 (48); 39-06-14.1.

eMTB GUIDELINES

- » On federal, state, county and local trails, e-mountain bike (eMTB) access varies significantly.
- » Generally, any natural surface trail that is designated as open to both motorized and non-motorized uses is also open to eMTBs.
- » eMTBs may not be allowed on trails managed for non-motorized activities.
- » Do not ride your eMTB in areas where the local rules are unclear. Ride legally and only on authorized trails to show that mountain bikers are responsible trail users.
- » When in doubt, ask your local land manager about access to specific trails. Local land rules change frequently.

NORTH DAKOTA'S ELECTRIC BICYCLE LAW FOR TRAILS

- » LOCAL: Consult your local land management agency.
- » STATE: North Dakota Parks and Recreation does not have a posted electric bicycle policy. Contact the department for the most up to date information before riding. PeopleForBikes is monitoring this policy and will update this document as needed.
- » FEDERAL: The majority of public lands managed for recreation in North Dakota are under the jurisdiction of the U.S. Forest Service, where eMTBs are considered motorized vehicles and have access to motorized trails. Contact the U.S. Forest Service Northern Regional Office for more information.

CHECK OUT

- » A map of great eMTB rides at peopleforbikes.org/emtb
- » eMTB "Adventures" at peopleforbikes.org/e-bikes

GREAT eMTB RIDES IN NORTH DAKOTA

- » **Roughrider Trail**
Fort Rice | 34 miles
- » **Badlands Little Loop**
Medora | 44 miles

With an electric bicycle, bicyclists can ride more often, farther, and for more trips.

Electric bicycles are designed to be as safe as traditional bicycles, do not compromise consumer safety, and benefit bicyclists who may be discouraged from riding a traditional bicycle due to limited physical fitness, age, disability or convenience.

In many states, electric bicycles are regulated under antiquated laws primarily aimed at combustion engine vehicles such as mopeds or scooters. PeopleForBikes is clarifying state laws governing the use of electric bicycles in the U.S. Every state's law is different, but the objective is to ensure that low-speed electric bicycles are regulated similarly to traditional, human-powered bicycles.



Learn more at PeopleForBikes.org/e-bikes

- » Blogs and webinars
- » Buying guide
- » Electric bicycle laws around the country
- » Retailer materials
- » Electric bicycle statistics and research
- » eMTB management resources

CHAPTER 39-10.1 BICYCLES

39-10.1-01. Effect of chapter - Penalty for violation.

1. It is unlawful for any person to do any act forbidden or fail to perform any act required in this chapter. Except as provided in section 39-10.1-10, a person who violates any of the provisions of this chapter may be assessed a fee not to exceed five dollars.
2. The parent of any child and the guardian of any ward may not authorize or knowingly permit any such child or ward to violate any of the provisions of this chapter.
3. These provisions applicable to bicycles apply whenever a bicycle is operated upon any highway or upon any path set aside for the exclusive use of bicycles subject to those exceptions stated herein.

39-10.1-02. Traffic laws apply to persons riding bicycles.

Every person riding a bicycle upon a roadway is granted all of the rights and is subject to all of the duties applicable to the driver of a vehicle by this title, except as to special regulations in this title and except as to those provisions of this title which by their nature can have no application.

39-10.1-03. Riding on bicycle.

1. A person propelling a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto.
2. No bicycle may be used to carry more persons at one time than the number for which it is designed and equipped.

39-10.1-04. Clinging to vehicle.

No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or the person's self to any vehicle upon a roadway, except a sled being pulled by a snowmobile.

39-10.1-05. Riding on roadway and bicycle path.

1. An individual operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
2. A group of individuals riding bicycles upon a roadway may not ride more than two abreast, except on paths or parts of roadways set aside for the exclusive use of bicycles.

39-10.1-05.1. Yielding and stopping while operating a bicycle on a roadway.

1. An individual operating a bicycle who is approaching a stop sign at an intersection with a roadway having three or more lanes for moving traffic shall come to a complete stop before entering the intersection.
2. An individual operating a bicycle who is approaching a stop sign at an intersection where a vehicle is stopped in the roadway at the same stop sign shall come to a complete stop before entering the intersection.
3. An individual operating a bicycle who is approaching a stop sign at an intersection with a roadway having two or fewer lanes for moving traffic shall reduce speed and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the individual shall yield the right of way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time the individual is moving across or within the intersection, except that an individual, after slowing to a reasonable speed and yielding the right of way if required, cautiously may make a turn or proceed through the intersection without stopping.

4. An individual operating a bicycle who is approaching an intersection shall yield the right of way to any vehicle that already has entered the intersection.
5. When an individual operating a bicycle and a vehicle enter an intersection from different roadways at approximately the same time, the operator of the vehicle or bicycle on the left shall yield the right of way to the vehicle or bicycle on the right.
6. If the individual operating a bicycle is involved in a collision with a vehicle in the intersection or junction of roadways after proceeding past a stop sign without stopping or past a steady red traffic-control light, the collision is deemed prima facie evidence of the individual's failure to yield the right of way.

39-10.1-06. Carrying article.

No person operating a bicycle may carry any package, bundle, or article which prevents the driver from keeping at least one hand upon the handlebars.

39-10.1-07. Lamps and other equipment on bicycles.

1. Every bicycle when in use at nighttime must be equipped with a lamp on the front which emits a white light visible from a distance of at least five hundred feet [152.4 meters] to the front and with a red reflector on the rear of a type approved by the department. A lamp emitting a red light visible from a distance of five hundred feet [152.4 meters] to the rear may be used in addition to the red reflector.
2. Every bicycle must be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.

39-10.1-07.1. Motorized bicycle - Age of operator.

Repealed by S.L. 1983, ch. 414, § 6.

39-10.1-08. Point system not applicable.

Any violation of this chapter, or any moving violation as defined in section 39-06.1-09, or any nonmoving violation as defined in section 39-06.1-08 when committed on a bicycle, an electric bicycle, or a multipassenger bicycle, as defined in section 39-01-01, is not cause for the licensing authority to assess points against the driving record of the violator pursuant to section 39-06.1-10. Any other legally authorized penalty for a criminal traffic offense or noncriminal traffic violation is applicable to bicyclists.

39-10.1-09. Electric bicycles.

1. Beginning January 1, 2022, any person that manufactures or distributes an electric bicycle in this state shall affix a permanent label to the electric bicycle which contains the following information in at least nine-point Arial font:
 - a. The designated class of the electric bicycle;
 - b. The maximum assisted speed of the electric bicycle; and
 - c. The wattage of the electric bicycle's motor.
2. Any electric bicycle equipment and manufacturing must be in accordance with the requirements for bicycles provided under 16 CFR part 1512.
3. An electric bicycle must be equipped so the electric motor can be disengaged or cease to function when the individual operating the electric bicycle stops pedaling or when the brakes are applied.
4. A person may not tamper with or modify an electric bicycle to change the motor-powered speed capability or engagement of an electric bicycle, unless the label indicating the classification required under subsection 1 is replaced after modification.
5. Unless otherwise prohibited by a governmental entity having jurisdiction, an individual may operate an electric bicycle on any bicycle path or multi-use path.
6. An individual operating a class 3 electric bicycle shall ensure the bicycle is equipped with a functioning speedometer.
7. An individual under the age of eighteen may not operate a class 3 electric bicycle unless the individual is wearing a safety helmet.

39-10.1-10. Bicycling or riding an animal while under the influence of alcohol or drugs
- Penalty.

An individual operating a bicycle or riding an animal on a roadway, or an area the public has access to, may not be under the influence of alcohol or any drug to a degree which renders the individual a hazard to themselves or the general public. An individual who violates this section must be assessed a fee of two hundred dollars.

39-10.1-11. Multipassenger bicycles.

Unless otherwise allowed by a governmental entity having jurisdiction, a multipassenger bicycle may not be operated on any bicycle path or multi-use path.

CHAPTER 39-05 TITLE REGISTRATION

39-05-01. Definitions.

In this chapter, unless the context or subject matter otherwise requires, "motor vehicle" includes a housetrailer or mobile home and a semitrailer designed to be towed by a truck tractor and "manufactured home" means a manufactured home as defined in section 41-09-02.

39-05-02. Vehicles exempt from provisions of chapter.

Repealed by S.L. 1975, ch. 328, § 1.

39-05-02.1. Certificate of title required.

Except as otherwise provided in this chapter, every owner of a vehicle which is in this state and for which no certificate of title has been issued shall make application to the department for a certificate of title to the vehicle.

39-05-02.2. Exclusions from the certificate of title requirement.

A certificate of title need not be obtained for:

1. A vehicle owned by the United States unless it is registered in this state.
2. A vehicle owned by a manufacturer or dealer and held for sale, even if incidentally moved on the highway or used for purposes of testing or demonstration, or a vehicle used by a manufacturer solely for testing.
3. A vehicle owned by a nonresident of this state and not required by law to be registered in this state.
4. A vehicle regularly engaged in interstate transportation of persons or property which is registered in accordance with the international registration plan and for which a currently effective certificate of title has been issued in another state that has a reciprocal excise tax agreement with this state.
5. A vehicle moved solely by human or animal power.
6. Implements of husbandry.
7. Special mobile equipment.
8. A self-propelled wheelchair or tricycle for a mobility-impaired individual.
9. Any vehicle which is driven or moved upon a highway only for the purpose of crossing the highway from one property to another. The vehicle shall cross the highway at an angle of approximately ninety degrees to the direction of the highway.
10. Other vehicles not required to be registered in this state or not required to display distinctive plates.
11. A manufactured home with respect to which the requirements of subsections 1 through 3 of section 39-05-35, as applicable, have been satisfied.
12. An electric bicycle.

39-05-03. Department not to license vehicle until application is made for a certificate of title.

The department may not register or renew the registration for license of any vehicle unless an application is made for an official certificate of title for the vehicle, satisfactory evidence is presented that a certificate of title for the vehicle has been issued previously to the lienholder or owner by the department, or the vehicle is regularly engaged in interstate commerce of persons or property, is registered in accordance with the international registration plan, and has a currently effective certificate of title that has been issued in another state that has a reciprocal excise tax agreement with this state.

39-05-04. Certificate of title required before vehicle can be operated on highway - Penalty.

Repealed by S.L. 1959, ch. 289, § 16.

39-05-05. Application for certificate of title - Contents - Fee.

1. An application for a certificate of title must be made upon a form provided by the department and must contain all of the following:
 - a. A full description of the vehicle, including the name of the manufacturer, model year if the model year is known, either the engine, serial, or identification number, and any other distinguishing marks. The department shall assign a vehicle identification number for a vehicle not otherwise assigned a number or for a vehicle in which the identification number can not be located. The assigned number must be permanently affixed to the vehicle and the department may require the applicant to provide a photo of the vehicle identification number before issuing a certificate of title for the vehicle.
 - b. A statement as to whether the vehicle is new or used.
 - c. A statement of the applicant's title and the name and address of each lienholder in the order of priority.
 - d. The name and address of the person to whom the certificate of title must be delivered.
 - e. If applicable, a statement as to whether the vehicle is a specially constructed, reconstructed, or foreign vehicle.
 - f. The owner's legal name, as evidenced by a valid state-issued driver's license, identity card, or any other documentary evidence that confirms to the satisfaction of the director the true identity of the owner, street address, city, and county, or township and county, of residence. When two or more owners are designated, at least one of the owners must comply with the identification requirement of this subdivision and all names used must be legal names. A dealer shall make specific inquiry as to this information before filling in the information on the application.
 - g. The department may require odometer disclosure information as required under the Truth in Mileage Act of 1986 [Pub. L. 99-579].
 - h. Any other information required by the department.
2. The owner of every vehicle that has been registered outside this state shall surrender to the department the certificate of title and registration card or other evidence that may satisfy the department the applicant is the lawful owner or possessor of the vehicle.
3. If the vehicle for which certificate of title is sought is a new vehicle, a certificate of title may not be issued unless a certificate of origin executed by the manufacturer of the vehicle is attached to the application for registration or is attached to the application for the certificate of title for the vehicle. If the new vehicle for which certificate of title is sought is of foreign manufacture, the certificate of origin must be furnished by the importer of the vehicle. The manufacturer or importer of all new vehicles shall designate the total shipping weight of the vehicle on the certificate of origin.
4. When a new vehicle is purchased from a dealer, the application for the certificate of title must include a statement of the transfer by the dealer.
5. Each application must be accompanied by a fee of five dollars, which is in addition to any fee charged for the registration of the vehicle.

39-05-06. Application to be verified - When officers and employees of department may verify.

Repealed by S.L. 1977, ch. 340, § 1.

39-05-07. False statement in application or other document - Penalty.

Repealed by S.L. 1975, ch. 106, § 673.

39-05-08. Application to be checked against certain indexes.

The department shall maintain a vehicle identification number index of registered motor vehicles and upon receiving an application for a certificate of title it shall check first the vehicle identification number shown in the application against such index.

39-05-09. Issuance, contents, delivery, and term of certificate.

1. After checking the application for a certificate as provided in section 39-05-08 and except as provided in subsection 4, the department, if it is satisfied that the applicant is the person entitled to the possession of the vehicle, shall issue a certificate of title in paper or electronic form, which must contain:
 - a. The name of the owner.
 - b. The vehicle identification number.
 - c. The signature of the director.
 - d. The date issued.
 - e. A description of the vehicle as determined by the department.
 - f. A statement of the owner's title and of all liens or encumbrances upon the vehicle therein described and whether possession is held by the owner or lienholder.
2. Forms must be made available on the reverse side of the paper version or electronically for the assignment of title or interest and warranty thereof by the owner with a space for the notation of liens and encumbrances upon such vehicle at the time of a transfer.
3. The amount of any lien or encumbrance upon the vehicle need not be shown anywhere on the certificate of title, only the fact of such lien or encumbrance, and the identity of the lienholder or encumbrancer. The department shall deliver the certificate of title to the owner or first lienholder. The certificate is good for the life of the vehicle as long as the vehicle is owned or held by the original holder of the certificate.
4. The department may not issue a certificate of title for a manufactured home with respect to which there has been recorded an affidavit of affixation under section 47-10-27.
5. The holder of a manufacturer's certificate of origin to a manufactured home may deliver it to a person to facilitate conveying or encumbering the manufactured home. A person receiving a manufacturer's certificate of origin so delivered holds the certificate in trust for the person delivering the certificate.
6. Notwithstanding any other provision of law, a certificate of title issued by the department for a manufactured home is prima facie evidence of the facts appearing on the certificate, notwithstanding that the manufactured home, at any time, becomes affixed in any manner to real property.

39-05-09.1. Lost, stolen, or mutilated certificate of title.

If a certificate of title is lost, stolen, mutilated, destroyed, or becomes illegible, the first lienholder or, if none, the owner or legal representative of the owner named in the certificate, as shown by the records of the department, shall promptly make application for and may obtain a duplicate upon furnishing information satisfactory to the department, and upon the payment of five dollars. The department may issue a duplicate title at no cost to the first lienholder or, if none, the owner named in the certificate, when satisfied the first lienholder or owner did not receive the original title which was issued. The duplicate certificate of title must contain the legend "This is a duplicate certificate and may be subject to the rights of a person under the original certificate". It must be mailed to the first lienholder named in it or, if none, to the owner.

A person recovering an original certificate of title for which a duplicate has been issued shall promptly surrender the original certificate to the department.

39-05-09.2. Suspension or revocation of certificates of title.

1. The department shall suspend or revoke a certificate of title, upon notice and reasonable opportunity to be heard in accordance with chapter 28-32, when authorized by any other provision of law or if it finds:

- a. The certificate of title was fraudulently procured or erroneously issued;
 - b. The vehicle has been scrapped, dismantled, or destroyed; or
 - c. A person has acquired a vehicle but has failed to transfer the ownership as required by this chapter.
2. For purposes of this section, the following apply:
 - a. Suspension or revocation of a certificate of title does not, in itself, affect the validity of a security interest noted on it.
 - b. When the department suspends or revokes a certificate of title, the owner or person in possession of it shall immediately upon receiving notice of the suspension or revocation, mail or deliver the certificate to the department.
 - c. The department may seize and impound any certificate of title which has been suspended or revoked.
3. Except as provided in subsection 2 of section 39-05-35, the department may not suspend or revoke a certificate of title to a manufactured home by reason of the fact that at any time the manufactured home becomes affixed in any manner to real property.

39-05-10. Registration card - Issuance - Contents - Signing.

Repealed by S.L. 1973, ch. 295, § 2.

39-05-11. Altering or forging certificate of title - Penalty.

Any person who shall:

1. Alter with fraudulent intent any certificate of title issued by the department;
2. Forge or counterfeit any certificate of title purporting to have been issued by the department under the provisions of this chapter;
3. Alter or falsify with fraudulent intent or forge any assignment of a certificate of title; or
4. Use any certificate or assignment, knowing the same to have been altered, forged, or falsified;

is guilty of a class C felony.

39-05-12. Registration card to be carried in or on vehicle - Inspection of card - Penalty.

Repealed by S.L. 1973, ch. 295, § 2.

39-05-13. Duplicate number plate, trailer plate, certificate of registration card issued when, fee.

Repealed by S.L. 1959, ch. 289, § 16.

39-05-14. Special number when engine or serial number is altered, removed, or defaced - Application - Stamping - Record.

Repealed by S.L. 1959, ch. 289, § 16.

39-05-15. Registration card to be endorsed and sent to department upon transfer of vehicle - Penalty.

Repealed by S.L. 1949, ch. 246, § 1.

39-05-16. Legal owner of a motor vehicle not to transfer title without certificate - Penalty.

Repealed by S.L. 1975, ch. 106, § 673.

39-05-16.1. Release of a security interest.

1. Upon the satisfaction of a security interest in a vehicle for which the certificate of title is in the possession of the lienholder, the lienholder, within ten days after demand and in any event within thirty days of the satisfaction, shall execute a release of the

lienholder's security interest in a manner prescribed by the department. The lienholder shall:

- a. Mail or deliver the certificate of title and release to the next lienholder named on the certificate of title, who, within thirty days of receipt, shall mail or deliver the certificate of title, release, and a fee of five dollars to the department. The department shall issue and mail or deliver a new certificate of title to the first lienholder named on the new certificate of title.
 - b. If there are no other lienholders named on the certificate of title, mail or deliver the certificate of title and release to the owner or the owner's designee. Within thirty days of receipt, the person receiving the certificate of title and release shall mail or deliver the certificate of title, release, and a fee of five dollars to the department. The department may prescribe further application procedures and, upon determining that there has been a proper compliance with these procedures, shall issue a new certificate of title and mail or deliver it to the owner or the owner's designee.
2. Upon the satisfaction of a security interest in a vehicle for which the certificate of title is in the possession of a prior lienholder, the lienholder whose security interest is satisfied shall execute, within ten days after demand and in any event within thirty days of the satisfaction, a release in the form the department prescribes and deliver the release to the owner or the owner's designee. Upon receipt of a release delivered by the owner to the lienholder in possession of the certificate of title, that lienholder shall mail or deliver the release and the certificate of title to the department. Upon the payment of a five dollar fee, the department shall issue a new certificate.
 3. Notwithstanding this section, a lienholder who uses an electronic lien notification system shall follow the procedure adopted for that system by the department.

39-05-17. Transfer of title of vehicle - Endorsement required - Certificate of title delivered - New certificate obtained - Penalty.

1. The owner or transferor of a motor vehicle who transfers title to a vehicle shall endorse an assignment and warranty of title upon the certificate of title for the vehicle. The owner or transferor shall include on the assignment and warranty of title the name of the transferee and the selling price of the vehicle if applicable.
2. If legal title passes to the transferee, the owner shall deliver the endorsed certificate of title to the transferee within thirty days of the date the vehicle was purchased.
3. If legal title passes to a lienholder rather than the transferee, the transferee shall endorse a statement that the lienholder holds the lien and shall send the certificate of title to the department with an application for a new certificate of title showing the names of the new owner and lienholder. The certificate of title when issued must be sent by the department to the lienholder or the department may use an electronic lien notification procedure in lieu of sending a certificate of title to a lienholder.
4. Within thirty days of receiving the title, the transferee shall deliver the endorsed certificate of title to the department with a transfer fee of five dollars, and shall make an application for a new certificate of title. In addition to any other penalty, the registration to a motor vehicle may be suspended or revoked if the transferee fails to present the endorsed certificate of title to the department for transfer and make application for a new certificate of title within thirty days. The department shall deliver the new certificate of title to the lienholder with priority. If there is no lienholder, delivery must be made to the owner.
5. A violation of this section by an owner, lienholder, or transferee is a class B misdemeanor.

39-05-17.1. Certificate of title to be delivered.

Repealed by S.L. 2005, ch. 327, § 5.

39-05-17.2. Body damage disclosure - Rules - When required - Penalty.

1. The department shall adopt rules relating to the manner and form of disclosing motor vehicle body damage on the certificate of title to a motor vehicle. The rules must provide for a damage disclosure statement from the transferor to the transferee at the time ownership of a motor vehicle is transferred and provide that the department may not transfer the title without the required damage disclosure statement.
2. Motor vehicle body damage disclosure requirements apply only to the transfer of title on motor vehicles of a model year which have been released in the current calendar year and those motor vehicles of a model year which were released in the seven calendar years before the current calendar year. When a motor vehicle has been subject to this disclosure requirement and a motor vehicle of a model year has not been released in the current calendar year or the seven calendar years before the current calendar year, the holder of the certificate of title with the damage disclosure may have the disclosure removed and a new certificate of title issued for a fee of five dollars.
3. As used in this section, "motor vehicle body damage" means a change in the body or structure of a motor vehicle, generally resulting from a vehicular crash or accident, including loss by fire, vandalism, weather, or submersion in water, resulting in damage to the motor vehicle which equals or exceeds the greater of ten thousand dollars or twenty-five percent of the predamage retail value of the motor vehicle as determined by the national automobile dealers association official used car guide. The term does not include body or structural modifications, normal wear and tear, glass damage, hail damage, or items of normal maintenance and repair.
4. A person repairing, replacing parts, or performing body work on a motor vehicle of a model year which was released in the current calendar year or the seven calendar years before the current calendar year shall provide a statement to the owner of the motor vehicle when the motor vehicle has sustained motor vehicle body damage requiring disclosure under this section. The owner shall disclose this damage when ownership of the motor vehicle is transferred. When a vehicle is damaged in excess of seventy-five percent of its retail value as determined by the national automobile dealers association official used car guide, the person repairing, replacing parts, or performing body work on the motor vehicle of a model year which has been released in the current calendar year or the seven calendar years before the current calendar year shall also advise the owner of the motor vehicle that the owner of the vehicle must comply with section 39-05-20.2.
5. The amount of damage to a motor vehicle is determined by adding the retail value of all labor, parts, and material used in repairing the damage. When the retail value of labor has not been determined by a purchase in the ordinary course of business, for example when the labor is performed by the owner of the vehicle, the retail value of the labor is presumed to be the product of the repair time, as provided in a generally accepted autobody repair flat rate manual, multiplied by thirty-five dollars.
6. A person who violates this section or rules adopted pursuant to this section is guilty of a class A misdemeanor.

39-05-17.3. Vehicle leases that are not sales or security interests.

Notwithstanding any other provision of law, a transaction regarding motor vehicles or trailers does not create a sale or security interest merely because an agreement provides that the rental price may be adjusted by reference to the amount realized upon sale or other disposition of the motor vehicle or trailer.

39-05-18. Forwarding certificate of title to department not required when transferee is dealer - Exception.

Repealed by S.L. 1951, ch. 250, § 2.

39-05-19. Obtaining certificate of title for vehicle when ownership obtained by other than voluntary means.

Whenever the ownership of any vehicle passes otherwise than by voluntary transfer, the transferee may obtain a certificate of title for the vehicle from the department upon application for the certificate and payment of a fee of five dollars. The application for the certificate must be accompanied by instruments or documents of authority, or copies thereof, as may be required by law to evidence or effect a transfer of title in or to chattels in such case. The department, when satisfied of the genuineness and regularity of such transfer, shall issue a new certificate of title to the person entitled thereto, provided that the department may not issue a certificate of title for a manufactured home with respect to which there has been recorded an affidavit of affixation under section 47-10-27.

39-05-20. Transferee may obtain new certificate of title upon inability to obtain old certificate - Proof of ownership - Valuation on transfer - Appeal.

1. When the transferee of a vehicle is unable to obtain a properly assigned certificate of title for a vehicle, and makes application for a new certificate and presents satisfactory proof of ownership, the department may cancel the old certificate and issue a new certificate to the transferee, provided the department may not issue a certificate of title for a manufactured home with respect to which there has been recorded an affidavit of affixation under section 47-10-27. Except as otherwise provided by this subsection, satisfactory proof of ownership must include compliance by the transferee with the procedures outlined in title 35.
 - a. If the transferee is an insurer that has paid a total loss claim on a vehicle but the payment has not satisfied all liens of record on the vehicle, the transferee is not required to comply with the procedures outlined in title 35 to establish satisfactory proof of ownership and the department may cancel the old certificate of title and issue a new certificate to the insurer free and clear of all liens and claims of ownership.
 - b. If the transferee is a tax exempt organization under section 501(c)(3) of the Internal Revenue Code [26 U.S.C. 501(c)(3)] to which a vehicle has been donated, the transferee shall provide an affidavit providing proof the vehicle was donated.
 - c. If the transferee is a licensed motor vehicle dealer that, at the request of an insurer, took possession of a vehicle that is the subject of an insurance claim but for which a total loss claim is not paid by the insurer and the vehicle has been in the possession of the dealer for more than thirty days, the necessary satisfactory proof of ownership includes only proof the dealer made at least two written attempts by certified mail with return receipt addressed to the owner of record and any known lienholder to have the vehicle removed from the dealer's facility, upon payment of applicable charges. If satisfactory proof of ownership is established, the department may cancel the old certificate of title and issue a new certificate to the licensed motor vehicle dealer free and clear of all liens and claims of ownership.
 - d. If the transferee is a person and the vehicle is less than forty years old at the time of the application, satisfactory proof of ownership must include that the transferee has paid for the vehicle, and that the transferee made at least two written attempts by certified mail with return receipt addressed to the owner of record and any known lienholder to obtain the certificate of title. If satisfactory proof of ownership is established, the department shall cancel the old certificate of title and issue a new certificate to the person, subject to any existing lien.
 - e. If the transferee is a person and the vehicle is more than forty years old at the time of the application, satisfactory proof of ownership is established by a bill of sale or affidavit of ownership. An affidavit of ownership created by the department under this section must have the option for an applicant to provide a vehicle purchase price. If satisfactory proof of ownership is established, the department shall cancel the old certificate of title and issue a new certificate to the person,

subject to any existing lien. When valuing a vehicle transferred under this subdivision, the department shall use the sale price on the bill of sale if a bill of sale is presented. The department may only request an appraisal of the vehicle if a bill of sale is not presented to the department. A transfer under this subdivision is exempt from subsection 1 of section 39-04-36.

2. The department may establish procedures for determining satisfactory proof of ownership of a vehicle in those cases when the department is unable to determine the legal owner of record. The procedures may include determining the validity of any liens on a certificate of title. Any person aggrieved by a decision of the department as to ownership of a vehicle may appeal that decision to the district court under chapter 28-32.
3. A person holding a certificate of title whose interests in the vehicle have been extinguished or transferred other than by voluntary transfer shall mail or deliver the certificate to the department upon request of the department. The delivery of the certificate pursuant to the request of the department does not affect the rights of the person surrendering the certificate. The action of the department in issuing a new certificate of title as provided herein is not conclusive upon the rights of the owner or lienholder listed in the old certificate.
4. If the department can verify the ownership of a vehicle and the vehicle has a vehicle identification number, the vehicle may be transferred under this section regardless of the condition of the vehicle.

39-05-20.1. Salvage certificate of title.

The department shall issue a salvage certificate of title for a salvaged or destroyed vehicle when the owner of the vehicle has returned the certificate of title for the vehicle to the department. The department shall prescribe the form and content of the salvage certificate of title. The certificate must include a prominent notation that it has been issued for a salvaged motor vehicle.

39-05-20.2. Issuance of salvage certificate of title.

1. The owner of a vehicle that is damaged in excess of seventy-five percent of the vehicle's retail value as determined by the national automobile dealers association official used car guide shall forward the title for that vehicle to the department within ten days and the department shall issue a salvage certificate of title. Glass damage and hail damage must be excluded in the determination of whether a vehicle has been damaged in excess of seventy-five percent of the vehicle's retail value.
2. If a vehicle for which a salvage certificate of title has been issued is reconstructed, a regular certificate of title may be obtained by completing an application for the certificate. The applicant shall include with the application a certificate of inspection in the form required by the department, the salvage certificate of title, and a five dollar fee. The department shall place on the regular certificate of title and on all subsequent certificates of title issued for the vehicle the words "previously salvaged" and a notation that damage disclosure information is available from the department. The department may not issue a new certificate unless the vehicle identification number of the vehicle has been inspected and found to conform to the description given in the application or unless other proof of the identity of the vehicle has been provided to the satisfaction of the department.
3. The certificate of inspection required under this section must be completed by a business that is registered with the secretary of state, is in good standing, and offers motor vehicle repair to the public. The business completing the certificate of inspection may not be the business that reconstructed the vehicle and must state the vehicle is in compliance with the requirements of chapter 39-21.

39-05-20.3. Grounds for refusing certificate of title.

The department may not issue a certificate of title or transfer a certificate of title if:

1. The application contains any false or fraudulent statements, the applicant has failed to furnish required information or reasonable additional information requested by the department, or the applicant is not entitled to the issuance of a certificate of title under this chapter.
2. The vehicle is mechanically unfit or unsafe to be operated or moved upon the highways. A vehicle is unfit and unsafe if the vehicle has an out-of-state marked title that includes a certificate for destruction or a notation on the title that the vehicle is scrap, parts-only, junk, unrepairable, nonrebuildable, a dismantler, or any other similar notation.
3. The department has reason to believe the vehicle is a stolen or embezzled vehicle or the granting of title would constitute a fraud against the rightful owner or other person having valid lien upon the vehicle.
4. The certificate of title is suspended or revoked for any reason.
5. The required fee has not been paid.
6. Any sales tax or motor vehicle excise tax, properly due, has not been paid.
7. There is failure to provide security for payment of basic no-fault benefits and the liabilities covered under motor vehicle liability insurance on a motor vehicle as required by chapter 26.1-41.

39-05-20.4. Titles for salvage and junk motor vehicles - Rules - Penalty.

The department may adopt rules defining salvage and junk motor vehicles and governing the manner and circumstances under which certificates of title for such a motor vehicle may be required. The rules must describe the facts and circumstances under which a person must receive from the department a salvage certificate of title or a junk certificate of title for a motor vehicle. A person who violates a rule adopted pursuant to this section is guilty of a class A misdemeanor.

39-05-21. Refusal to issue certificate of title - Revoking certificate - Appeal.

If the department determines that an applicant for a certificate of title to a vehicle is not entitled thereto, it may refuse to issue the certificate, and in that event, unless the department reverses its decision or its decision is reversed by a court of competent jurisdiction, the applicant has no further right to apply for a certificate of title on the statements in the application. The department, for a like reason, after notice and hearing, may revoke the outstanding certificate of title. Said notice must be served in person or by registered or certified mail. An appeal must be taken in accordance with the provisions of chapter 28-32.

39-05-22. Department to maintain file of surrendered certificates of title - Purpose - Records.

The department shall retain and appropriately file every surrendered certificate of title, such file to be maintained to permit the tracing of title of vehicles designated therein.

1. The department shall file, upon receipt, each affidavit of affixation relating to a manufactured home that is delivered in accordance with section 47-10-27 when satisfied of the affidavit's genuineness and regularity.
2. The department shall maintain a record of each affidavit of affixation filed in accordance with subsection 1. The record must state the name of each owner of the related manufactured home, the county of recordation, the date of recordation, the book and page number of each book of records in which there has been recorded an affidavit of affixation under section 47-10-27, and any other information the department prescribes.
3. The department shall file, upon receipt, each application for surrender of the manufacturer's certificate of origin relating to a manufactured home that is delivered in accordance with subsection 1 of section 39-05-35, when satisfied of the application's genuineness and regularity.
4. The department shall file, upon receipt, each application for surrender of the certificate of title relating to a manufactured home that is delivered in accordance with

subsection 2 of section 39-05-35, when satisfied of the application's genuineness and regularity.

5. The department shall file, upon receipt, each application for confirmation of conversion relating to a manufactured home that is delivered in accordance with subsection 3 of section 39-05-35, when satisfied of the application's genuineness and regularity.
6. The department shall maintain a record of each manufacturer's certificate of origin accepted for surrender as provided in subsection 1 of section 39-05-35. The record must state the name of each owner of the manufactured home, the date the manufacturer's certificate of origin was accepted for surrender, the county of recordation, the date of recordation, the book and page number of each book of records in which there has been recorded an affidavit of affixation under section 47-10-27, and any other information the department prescribes.
7. The department shall maintain a record of each manufactured home certificate of title accepted for surrender as provided in subsection 2 of section 39-05-35. The record must state the name of each owner of the manufactured home, the date the certificate of title was accepted for surrender, the county of recordation, the date of recordation, the book and page number of each book of records in which there has been recorded an affidavit of affixation under section 47-10-27, and any other information the department prescribes.
8. The department shall maintain a record of each application for confirmation of conversion accepted as provided in subsection 3 of section 39-05-35. The record must state the name of each owner of the manufactured home, the county of recordation, the date of recordation, the book and page number of each book of records in which there has been recorded an affidavit of affixation under section 47-10-27, and any other information the department prescribes.
9. Records of surrendered certificates of title and the records referred to in subsections 6, 7, and 8 must be maintained permanently. The department shall maintain a website an interested person may use to supply a vehicle identification number in order to confirm the status of a manufactured home as real estate under subsection 6 of section 47-10-27 and to confirm the department retired the manufacturer's certificate of origin or certificate of title.

39-05-23. Peace officers to report stolen and recovered motor vehicles to department.
Repealed by S.L. 1963, ch. 265, § 7.

39-05-24. Index of stolen and recovered motor vehicles kept by department - Department to report to municipalities, counties, and other states.
Repealed by S.L. 1963, ch. 265, § 7.

39-05-25. Receiving, transferring, or having possession of stolen vehicles - Felony.
Repealed by S.L. 1975, ch. 106, § 673.

39-05-26. Used car dealers to maintain records - Contents.
Repealed by S.L. 1975, ch. 328, § 1.

39-05-27. Vehicle dealer to have certificate of title or other documentary evidence to prove possession.

Every vehicle dealer shall have in the dealer's possession a separate certificate of title assigned to such dealer or other documentary evidence of the dealer's right to the possession of every vehicle in the dealer's possession.

39-05-28. Penalty for defacing, destroying, removing, or altering engine, serial, or identification numbers.

Any person who with fraudulent intent shall:

1. Deface, destroy, remove, or alter the engine, serial, or identification number of a motor vehicle;
 2. Place or stamp other than the original engine, serial, or identification number, or a number assigned, upon a motor vehicle; or
 3. Sell or offer for sale any motor vehicle bearing an altered or defaced engine, serial, or identification number, other than the original or a number assigned,
- is guilty of a class C felony.

39-05-29. Registration of housetrailers - Provisions of chapter not applicable to trailers or semitrailers less than fifty dollars in value.

Repealed by S.L. 1961, ch. 253, § 6.

39-05-30. Fees and revenues collected placed in highway tax distribution fund - Payment of salaries and expenses.

All fees and revenues received by the director under the provisions of this chapter must be deposited by the director in the state treasury. Such moneys must be placed in the highway tax distribution fund. All salaries and other expenses incurred in connection with the provisions of this chapter must be paid out of the motor vehicle registration fund in the manner provided by law for the disbursement of said fund.

39-05-31. Director may employ office help and purchase supplies.

Within the legislative appropriation, the director may employ all office help and purchase all supplies necessary to carry out the provisions of this chapter.

39-05-31.1. Administration of oaths.

Officers and employees of the department designated by the director may administer oaths for the purposes of this chapter but may not charge any fee therefor.

39-05-32. Officers to enforce provisions of chapter.

The highway patrol and all other road or police officers shall enforce the provisions of this chapter.

39-05-33. General penalty.

Any person violating any provision of this chapter for which another penalty is not provided specifically is guilty of a class B misdemeanor. This section does not apply to the department.

39-05-34. Penalty for felony.

Repealed by S.L. 1975, ch. 106, § 673.

39-05-35. Manufactured homes - Conversion to real property - Procedure - Rules.

1. a. The owner or, if there is more than one owner, all owners, of a manufactured home that is covered by a manufacturer's certificate of origin which the owner is able to produce and that is permanently affixed to real property as defined in subsection 1 of section 47-10-27, or which the owner intends to permanently affix to real property as defined in subsection 1 of section 47-10-27, may surrender the manufacturer's certificate of origin to the manufactured home to the department by filing with the department an application for surrender of manufacturer's certificate of origin containing or accompanied by:
 - (1) The name, residence, and mailing address of the owner;
 - (2) A description of the manufactured home, including the name of the manufacturer, the make, the model name, the model year, the dimensions, the manufacturer's serial number of the manufactured home, whether the manufactured home is new or used, and any other information the department requires;

- (3) The date of purchase by the owner of the manufactured home, the name and address of the person from whom the home was acquired, and the names and addresses of any security interest holders and lienholders in the order of their apparent priority;
 - (4) A statement, signed by the owner, stating either:
 - (a) Any facts or information known to the owner that may affect the validity of the title to the manufactured home or the existence or nonexistence of a security interest in or lien on the manufactured home; or
 - (b) That no such facts or information are known to the owner;
 - (5) A copy of the recorded affidavit of affixation as provided in accordance with subsection 5 of section 47-10-27;
 - (6) The original manufacturer's certificate of origin;
 - (7) The name and mailing address of each person wishing written acknowledgment of surrender from the department;
 - (8) The applicable fee for filing the application for surrender; and
 - (9) Any other information and documents the department reasonably requires to identify the owner of the manufactured home and to enable the department to determine whether the owner satisfied the requirements of subdivisions a through c of subsection 6 of section 47-10-27 and is entitled to surrender the manufacturer's certificate of origin and the existence or nonexistence of security interests in or liens on the manufactured home.
 - b. When satisfied of the genuineness and regularity of the surrender of a manufacturer's certificate of origin to a manufactured home and upon satisfaction of the requirements of subdivision a, the department shall:
 - (1) Cancel the manufacturer's certificate of origin and update the department's records in accordance with the provisions of section 39-05-22; and
 - (2) Provide written acknowledgment of compliance with the provisions of this section to each person identified on the application for surrender of a manufacturer's certificate of origin under paragraph 7 of subdivision a.
 - c. Upon satisfaction of the requirements of this subsection, a manufactured home must be conveyed or encumbered as provided in chapter 47-10. If the application to surrender a manufacturer's certificate of origin is delivered to the department within sixty days of recording the related affidavit of affixation with the recorder in the county in which the real property to which the manufactured home is or will be affixed and the application is thereafter accepted by the department, the requirements of this subsection are deemed satisfied as of the date the affidavit of affixation was recorded.
 - d. Upon written request, the department shall provide written acknowledgment of compliance with the provisions of this subsection.
2. a. The owner or, if there is more than one owner, all owners, of a manufactured home that is covered by a certificate of title which the owner is able to produce and that is permanently affixed to real property as defined in subsection 1 of section 47-10-27, or which the owner intends to permanently affix to real property as defined in subsection 1 of section 47-10-27, may surrender the certificate of title to the manufactured home to the department by filing with the department an application for surrender of title containing or accompanied by:
 - (1) The name, residence, and mailing address of the owner;
 - (2) A description of the manufactured home, including the name of the manufacturer, the make, the model name, the model year, the dimensions, the manufacturer's serial number of the manufactured home, whether the manufactured home is new or used, and any other information the department requires;
 - (3) The date of purchase by the owner of the manufactured home, the name and address of the person from whom the home was acquired, and the

- names and addresses of any security interest holders and lienholders in the order of their apparent priority;
- (4) A statement, signed by the owner, stating either:
 - (a) Any facts or information known to the owner that may affect the validity of the title to the manufactured home or the existence or nonexistence of a security interest in or lien on the manufactured home; or
 - (b) That no such facts or information are known to the owner;
 - (5) A copy of the recorded affidavit of affixation provided in accordance with subsection 5 of section 47-10-27;
 - (6) The original certificate of title;
 - (7) The name and mailing address of each person wishing written acknowledgment of surrender from the department;
 - (8) The applicable fee for filing the application for surrender; and
 - (9) Any other information and documents the department reasonably requires to identify the owner of the manufactured home and to enable the department to determine whether the owner satisfied the requirements of subdivisions a through c of subsection 6 of section 47-10-27 and is entitled to surrender the certificate of title and the existence or nonexistence of security interests in or liens on the manufactured home.
- b. The department may not accept for surrender a certificate of title to a manufactured home unless and until all security interests or liens perfected under section 35-01-05.1 have been released.
 - c. When satisfied of the genuineness and regularity of the surrender of a certificate of title to a manufactured home and upon satisfaction of the requirements of subdivisions a and b, the department shall:
 - (1) Cancel the certificate of title and update the department's records in accordance with the provisions of section 39-05-22; and
 - (2) Provide written acknowledgment of compliance with the provisions of this section to each person identified on the application for surrender of title under paragraph 7 of subdivision a.
 - d. Upon satisfaction of the requirements of this subsection, a manufactured home must be conveyed or encumbered as provided in chapter 47-10. If the application to surrender a certificate of title is delivered to the department within sixty days of recording the related affidavit of affixation with the recorder in the county in which the real property to which the manufactured home is or will be affixed, and the application is thereafter accepted by the department, the requirements of this subsection are deemed satisfied as of the date the affidavit of affixation was recorded.
 - e. Upon written request, the department shall provide written acknowledgment of compliance with the provisions of this subsection.
3. a. The owner or, if there is more than one owner, all owners, of a manufactured home that is not covered by a manufacturer's certificate of origin or a certificate of title, or of a manufactured home that is covered by a manufacturer's certificate of origin or certificate of title but which the owner of the manufactured home, after diligent search and inquiry, is unable to produce, and that is permanently affixed to real property as defined in subsection 1 of section 47-10-27, or which the owner intends to permanently affix to real property as defined in subsection 1 of section 47-10-27, may apply to the department by filing with the department an application for confirmation of conversion containing or accompanied by:
 - (1) The name, residence, and mailing address of the owner;
 - (2) A description of the manufactured home, including the name of the manufacturer, the make, the model name, the model year, the dimensions, the manufacturer's serial number of the manufactured home, whether the manufactured home is new or used, and any other information the department requires;

- (3) The date of purchase by the owner of the manufactured home, the name and address of the person from whom the home was acquired, and the names and addresses of any security interest holders and lienholders in the order of their apparent priority;
- (4) A statement, signed by the owner, stating either:
 - (a) Any facts or information known to the owner that could affect the validity of the title to the manufactured home or the existence or nonexistence of a security interest in or lien on the manufactured home; or
 - (b) That no such facts or information are known to the owner;
- (5) A recorded copy of the affidavit of affixation as provided in accordance with subsection 5 of section 47-10-27;
- (6) A sworn declaration by an attorney duly admitted to practice in this state or an agent of a title insurance company duly licensed to issue policies of title insurance in this state that the manufactured home is free and clear of, or has been released from, all recorded security interests, liens, and encumbrances; and
 - (a) Any facts or information known to that person that could affect the validity of the title of the manufactured home or the existence or nonexistence of any security interest in or lien on the manufactured home; or
 - (b) That no such facts or information are known to that person;
- (7) The name and mailing address of each person wishing written acknowledgment of surrender from the department;
- (8) The applicable fee for filing the application for surrender; and
- (9) Any other information and documents the department reasonably requires to identify the owner of the manufactured home and to enable the department to determine whether the owner satisfied the requirements of subdivisions a through c of subsection 6 of section 47-10-27 and the existence or nonexistence of security interests in or liens on the manufactured home.
- b. When satisfied of the genuineness and regularity of the application for confirmation of conversion of a manufactured home and upon satisfaction of the requirements of subdivision a, the department shall:
 - (1) Update its records in accordance with the provisions of section 39-05-22; and
 - (2) Provide written acknowledgment of compliance with the provisions of this subsection to each person identified on the application for confirmation of conversion under paragraph 7 of subdivision a.
- c. Upon satisfaction of the requirements of this subsection, a manufactured home must be conveyed or encumbered as provided in chapter 47-10. If the application for confirmation of conversion of a manufactured home is delivered to the department within sixty days of recording the related affidavit of affixation with the recorder in the county in which the real property to which the manufactured home is or will be affixed and the application is thereafter accepted by the department, the requirements of this subsection are deemed satisfied as of the date the affidavit of affixation was recorded.
- d. Upon written request, the department shall provide written acknowledgment of compliance with the provisions of this subsection.
4. The department may adopt rules to implement the provisions of this section.



**West Fargo Park Board Meeting
Wednesday, July 8, 2026
Hockey Contract**

Contact Person:

Josh Mathern, Operations Director

Agenda Item:

Hockey Contract

Description of Request:

The West Fargo Hockey Association (WFHA) has requested approval of a contract amendment establishing ice rental rates of \$180 per hour for the 2026–27 hockey season and \$190 per hour for the 2027–28 hockey season.

The agreement approved by the Board on June 10 established the \$180 per hour rate for the 2026–27 season, while future rates were to be reviewed and approved annually by the Board.

Staff recommends that any multi-year agreement with fixed pricing include a minimum annual ice rental commitment. Recent WFHA usage has been:

2024–25 season: 1,297 hours

2025–26 season: 1,218 hours

Previous agreements have identified 1,200 hours per season as the baseline rental commitment.

The revised contract incorporates the requested rates of \$180 per hour in 2026–27 and \$190 per hour in 2027–28, along with a minimum rental commitment of 1,200 hours per hockey season.

Motion Suggestion:

Approve contract for _____ years, a minimum of _____ hours per hockey season, and rates of _____ and _____ per hour for the respective hockey seasons.

ICE FACILITY USE AGREEMENT

This agreement is made and entered into this _____ day of _____, 20____, by and between
THE WEST FARGO PARK DISTRICT AND THE WEST FARGO HOCKEY ASSOCIATION.

WITNESSETH

WHEREAS the West Fargo Park District (the "District") is the owner of Veterans Memorial Arena and related ice facilities which the West Fargo Hockey Association (the "Association") wishes to utilize from time to time with the prior written permission from the District; and

WHEREAS, the District and Association desire to establish a clear and flexible framework governing the Association's use of District ice facilities and arena spaces; and

WHEREAS, the parties desire to enter into this Agreement for an initial season beginning October 1, 2026 and ending April 1, 2027, which shall automatically renew for each successive season from October 1 through April 1 unless terminated in accordance with this Agreement; provided, however, that no renewal term shall extend beyond April 1, ~~2029~~2028; and

WHEREAS, the parties now desire to set forth the terms and conditions governing that seasonal use herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 – AGREEMENT SCOPE

1. This Agreement governs the Association's use of Veterans Memorial Arena and related District ice facilities for the initial season beginning on October 1, 2026 (the "Effective Date") and ending on April 1, 2027. Unless earlier terminated in accordance with this Agreement, this Agreement shall automatically renew for each successive seasonal operating period running from October 1 through April 1. No automatic renewal term shall extend beyond April 1, ~~2029~~2028. No rights exist outside of the applicable seasonal dates unless otherwise provided in a separate written agreement executed by both parties. All rights and obligations regarding the use of District ice facilities by the Association shall be governed by this Agreement unless otherwise modified by a separate written agreement executed by both parties.

ARTICLE 2 – DISTRICT ICE FACILITIES

1. The District owns and operates Veterans Memorial Arena and related arena facilities.
 - a) Veterans Memorial Arena, including the ice surface, locker rooms, spectator areas, and related support spaces approved by the District.
2. These facilities may be made available for Association practices, games, tournaments, and other approved programming subject to the terms of this Agreement and the policies of the District.
2. The District retains ownership, operational control, and scheduling authority for all ice facilities and arena spaces unless otherwise modified by a separate written agreement executed by both parties.

ARTICLE 3 – PURPOSE OF THE AGREEMENT

The purpose of this agreement is to:

1. Provide the terms and conditions under which the Association can use the District ice facilities for practice, league activities, games, and tournament play.
2. Define operational and maintenance responsibilities.
3. Identify responsibilities for fees and charges.
4. Identify a process to provide for improvements and upgrades.

ARTICLE 4 – USE OF DISTRICT FACILITIES BY ASSOCIATION

1. The District may permit the Association to use designated ice time and approved arena spaces at times approved by the District during the term of this Agreement.
2. All use of District facilities shall remain nonexclusive unless otherwise provided through a separate written Exclusive Use Agreement approved by the District.
3. Use of District facilities shall at all times be subject to District ordinances, policies, Park Board direction, and operational requirements.
4. District programs and operational needs shall receive scheduling priority, unless otherwise provided through a separate written Exclusive Use Agreement approved by the District.
5. The District retains sole scheduling authority for all District ice facilities and arena spaces, and District programs and operational needs shall receive scheduling priority.
6. The Association shall submit all scheduling requests to the District no later than thirty (30) days before its first event.
7. Any additions or changes requested less than thirty (30) days before the Association's first event shall be subject to District approval, facility availability, and the District's right to rent available time to other users.
8. The District will review all submitted schedules and requests based on facility availability, maintenance schedules, District programming needs, and operational capacity. District approval of Association use must be confirmed in writing by the District. If the Association fails to submit scheduling requests by the required deadline, the District shall have no obligation to reserve, prioritize, or hold requested times for the Association. Any rescheduling request remains subject to District approval and facility availability.
9. For purposes of this Agreement, a "West Fargo Hockey Event" means any practice, game, league activity, tournament activity, clinic, or other Association program that is organized or authorized by the West Fargo Hockey Association and included on the official schedule submitted to and approved by the District. Only activities meeting this definition constitute authorized Association use under this Agreement.
10. Association use is limited to West Fargo Hockey Events shown on the District-approved schedule. The District retains full authority over access, scheduling, and use of arena spaces. No coach, team, player, parent group, or participant has independent rights to use District ice or arena space outside the approved schedule. Any activity not included on the approved schedule is considered separate use and must follow the District's standard reservation process and applicable fees. Separate activities may include, but are not limited to:
 - a. Private team practices
 - b. Coach-organized practices or workouts
 - c. Skill training sessions
 - d. Team scrimmages not included on the approved schedule
 - e. Practices organized by competitive or travel teams outside of the Association's approved programming schedule

ARTICLE 5 – RELATIONSHIP TO LEASE AGREEMENTS

1. From time to time the District and the Association may enter into separate written agreements granting the Association exclusive or priority use of specific ice facilities or arena spaces for defined periods of time.
2. Any such Lease Agreement shall apply only to the facilities and time periods specifically identified within that agreement.
3. Except where expressly modified by a Lease Agreement, the terms of this Agreement shall remain in full force and effect.
4. If any Lease Agreement expires, is terminated, or is not renewed, the use of the applicable facilities shall automatically revert to the terms and conditions of this Agreement.
5. Nothing within a Lease Agreement shall terminate or replace this Agreement unless expressly stated in writing.

ARTICLE 6 – ANNUAL OPERATIONS APPENDIX

1. Operational details including contacts, reporting procedures, and coordination requirements shall be identified in an Annual Operations Appendix.
2. The Appendix may be updated annually without requiring amendment of this Agreement.

ARTICLE 7 – FEES

1. Use of District ice facilities and arena spaces by the Association shall be billed at a rate ~~set for the in the Annual Operations Appendix of \$180 per hour in the 2026-27 hockey season and \$190 per hour in the 2027-28 hockey season.~~
2. ~~The Association shall be responsible for a minimum of one thousand two hundred (1,200) billable hours per season under this Agreement. If the Association's approved scheduled use and other billable use totals less than 1,200 hours during a season, the District may invoice the Association for the difference between actual billable hours and the 1,200-hour seasonal minimum at the applicable hourly rate for that season.~~
2. ~~Fees for the next season will be reviewed and updated by the West Fargo Park Board and conveyed to the Association by August 1st of each renewal term.~~
3. ~~The hourly rate may be reviewed and modified from time to time through official Park Board action or a written amendment executed by both parties.~~
- 4.3. The District may invoice the Association monthly, by event, at the end of a billing period, or based on approved scheduled use, actual use, or a combination thereof, as determined by the District.
- 5.4. All invoiced amounts shall be paid by the Association within thirty (30) days after the invoice date. Any disputed amount shall be identified in writing within ten (10) days after the invoice date; however, undisputed amounts remain due and payable as invoiced.
- 6.5. Any invoice not paid within thirty (30) days shall be subject to a late fee equal to five percent (5%) of the outstanding balance, with a minimum late charge of \$100. Continued nonpayment may be treated as a default under this Agreement, and the District may deny future scheduling requests or suspend approved use until past-due balances are paid in full.
- 7.6. **Cancellation Policy.** Cancelled scheduled ice time shall be billed as follows unless otherwise approved by the District in writing: one hundred percent (100%) of the scheduled charge if cancelled less than ten (10) days before scheduled use; seventy-five percent (75%) of the scheduled charge if cancelled ten (10) to twenty (20) days before scheduled use; fifty percent (50%) of the scheduled charge if cancelled twenty-one (21) to twenty-nine (29) days before scheduled use; and no charge if cancelled thirty (30) or more days before scheduled use. At the District's discretion, the Association may be allowed up to three (3) cancellations per season made within thirty (30) days of scheduled use without penalty. Unused scheduled ice time may still be billed in accordance with this cancellation policy. If the District closes a facility due to maintenance, mechanical issues, safety concerns, weather, or other operational reasons, the District may, in its discretion, offer

rescheduled time, a credit, or no compensation depending on the circumstances and available scheduling capacity.

~~8.7.~~ The Association agrees to comply with District Policy 200 (Weather Policy), effective July 9, 2025.

~~9.8.~~ Tournament events may be governed by this Agreement unless otherwise required by the District to be addressed through a separate use agreement. The District may require separate staffing plans, security arrangements, deposits, or other event-specific conditions for tournaments or other high-demand events.

ARTICLE 8 – MAINTENANCE STANDARDS

1. The District shall maintain the right to add, delete or modify maintenance procedures as deemed necessary.
2. The District will coordinate maintenance and improvements with the Association according to the facility and ice schedule.
3. For Association tournaments played on a continual rolling schedule, routine ice resurfacing during the tournament block shall be billed at the regular hourly rate and shall not reduce the billable rental period. Back-to-back game rental periods, including games scheduled within thirty (30) minutes of each other, shall be treated as one block of time. This provision does not apply to practices when a scheduled fifteen (15) minute resurfacing period occurs between practices; that resurfacing period shall not be billed as practice rental time.
4. Additional staffing, event support, security, cleaning beyond standard facility cleaning, or other non-standard services requested by the Association or required for a particular event may be billed separately unless otherwise agreed in writing.
5. The Association shall be financially responsible for damage to District facilities, equipment, or other property caused by its participants, staff, volunteers, or spectators. The District shall assess the damage, coordinate necessary repair or replacement, and invoice the Association for the related cost. Payment for damage charges shall be due within thirty (30) days of invoice. Failure to pay damage charges when due shall constitute a breach and may be treated as a default under this Agreement.
6. The District may issue key fobs, keys, access codes, or other access credentials for approved use. The Association shall be responsible for controlling and tracking any credentials issued to it, and the District may assess reasonable replacement or reprogramming fees for lost, stolen, damaged, or unreturned credentials.
7. The Association shall assist in maintaining the condition of the facilities during its use by:
 - a) Inspecting ice and arena spaces prior to use and immediately reporting any damage or safety concerns to the District.
 - b) Securing doors and rooms following use.
 - c) Storing and securing hockey equipment, nets, and training materials in designated areas at conclusion of daily programs.
 - d) Maintaining reasonable order and cleanliness in locker rooms, spectator areas, storage areas, and any other spaces used by the Association.
 - e) Following all District facility use policies.

ARTICLE 9 – CONDITIONS AND FACILITY CLOSURES

1. The District retains sole authority to determine the condition and playability of all District ice facilities and arena spaces.

2. The District may close or restrict use of any ice surface or facility due to maintenance requirements, mechanical issues, safety concerns, weather conditions affecting operations, or any other operational reason deemed necessary by the District.
3. The Association shall comply with all District closure determinations. Ice or facility areas that are designated as closed by the District shall not be used for any practice, game, or activity.
4. Use of District facilities during a closure period, or after a facility or ice surface has been declared unavailable, may result in suspension of facility privileges, assessment of repair costs, or other remedies permitted under this Agreement.
5. The District may reopen facilities when conditions improve and may impose temporary use restrictions to protect the condition of the ice and arena.

ARTICLE 10 – NO ALTERATION OR FACILITY IMPROVEMENTS

1. The Association shall not make structural improvements or alterations to District property without prior written approval from the District.
2. The Association shall not hang signs, banners, advertisements, announcements, or other similar items without the prior written consent of the District.
3. Any improvements made on District property shall be considered a donation to the District and shall become District property unless otherwise agreed in writing.

ARTICLE 11 – USE BY OTHER ORGANIZATIONS

1. The District retains the right to allow use of ice facilities and arena spaces by other organizations or individuals when those facilities are not reserved for Association use or otherwise modified by a separate written agreement executed by both parties.

ARTICLE 12 – ADVERTISING AND SPONSORSHIP

1. The placement or sale of advertising, sponsorship signage, or similar materials on District property after August 1, 2026 requires a separate Advertising or Sponsorship Agreement approved by the District. Any revenue generated through advertising located on District property shall be subject to the terms of that agreement.
2. Any naming rights, sponsorship agreements, or advertising arrangements associated with District property shall not automatically renew upon expiration. Renewal, extension, or replacement of any such agreement must be reviewed and approved by the District or negotiations shall be authorized by the Park District.
3. Any existing advertising or sponsorship installations located on District property as of August 1, 2026 that generate revenue shall have those revenues tracked and reported to the District annually at the Annual Coordination Meeting, and be used exclusively for capital improvements at an applicable District facility or site, with such improvements to be mutually agreed upon by the District and the Association. Any capital improvement funded under this provision shall be subject to prior District approval of the scope, location, and timing of the improvement, and all installed items shall become District property unless otherwise agreed in writing.
4. The District retains exclusive rights to concessions, food service, and beverage sales at District facilities. Any sale or distribution of merchandise, apparel, concessions, food, or beverages by the Association or its representatives requires prior written approval from the District.

ARTICLE 13 – INSURANCE, LIABILITY, INDEMNIFICATION, AND WAIVER

1. The District shall not be responsible or liable to the Association for any injury or damage arising from the Association's use of District facilities, or from the acts or omissions of persons occupying or using adjoining District property or other portions of the building used under this Agreement.

2. The Association agrees to defend, indemnify, and hold the District harmless from any liabilities or losses, including reasonable attorney fees, arising out of or related to the Association's use of District facilities under this Agreement.
3. The Association shall maintain, at its own expense and for so long as this Agreement remains in effect, public liability insurance covering its use of District ice facilities and arena spaces. The District shall be named as an additional insured. The insurance shall be placed with companies and in a form acceptable to the District, with minimum per-occurrence limits as defined in the Annual Operations Appendix. The Association shall provide a Certificate of Insurance before the applicable season begins. The insurance shall also include contractual liability coverage by endorsement. If the Association has employees, it shall also maintain workers' compensation coverage as required by law. The Association shall provide the District with the policy, certificate, or other acceptable evidence that such insurance is in effect, and shall promptly notify the District of any cancellation, nonrenewal, or material reduction in coverage.
4. The Association further agrees to indemnify and hold the District and its employees harmless from any claim, loss, or damage, including reasonable attorney's fees, suffered by the District, District employees, or other District tenants caused by:
 - a. Any act or omission by the Association, its employees, volunteers, or anyone acting through the Association in, at, or around District ice facilities and arena spaces; or
 - b. The conduct or management of any work or activity performed by the Association in or about District ice facilities and arena spaces.
5. Nothing herein shall be deemed a waiver by the District of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

ARTICLE 14 – NO ASSIGNMENT

1. The Association shall not assign its interest in this Agreement, sublease, transfer, or otherwise permit another person or organization to use scheduled ice time reserved under this Agreement without obtaining the prior written consent and approval of the District.

ARTICLE 15 – BINDING UPON SUCCESSORS

1. This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 16 – NON-DISCRIMINATION

1. The Association agrees to comply with all local, state, federal and all other applicable laws against discrimination.

ARTICLE 17 – INTEGRATION OF ALL TERMS INTO AGREEMENT

1. This Agreement contains all of the terms, conditions and agreements between the parties hereto and no amendments, additions or changes hereto shall be valid unless attached hereto in writing and signed by the District and the Association. Failure to abide by the policies and rules set forth in this agreement could result in additional fees assessed to the Association and/or loss of privileges regarding the use of District ice facilities and arena spaces.

ARTICLE 18 – TERM

1. The initial term of this Agreement shall begin on October 1, 2026 and expire on April 1, 2027. Unless earlier terminated in accordance with this Agreement, this Agreement shall automatically renew for each successive seasonal operating period from October 1 through April 1. No renewal term shall extend beyond April 1, ~~2029~~2028. No rights exist outside of the applicable seasonal dates unless otherwise stated in a separate written agreement executed by both parties.
2. This Agreement shall be enforceable and binding on both parties on the Effective Date.

ARTICLE 19 – TERMINATION OF AGREEMENT

1. If either party believes the other is in default under this Agreement, the non-defaulting party shall provide written notice describing the default in reasonable detail. The defaulting party shall have ten (10) days to cure any payment-related default and thirty (30) days to cure any other default, unless the nature of the issue reasonably requires immediate action to protect persons, property, facility operations, or compliance with law or insurance requirements. If the default is not cured within the applicable period, the District may suspend use, deny future scheduling requests, terminate this Agreement, or pursue any other remedies available under this Agreement or applicable law. Repeated violations, even if individually cured, may be treated as a default if they materially interfere with District operations or demonstrate an inability or unwillingness to comply with this Agreement. Reasons that may constitute default or cause for termination include, but are not limited to:

- a. **Violation of Laws or Criminal Conduct**

- i. Violation by West Fargo Hockey Association, or its officers, employees, or volunteers, of any applicable federal, state, or local law in connection with activities conducted on or related to Park District facilities, including a finding of guilt, or entry of a guilty or no contest plea, or adjudicated civil liability for conduct substantially similar to criminal activity. In addition, cause may exist where the Association becomes aware of serious misconduct by its members, officers, employees, or volunteers that could reasonably result in significant harm to individuals, public assets, or the Park District's operations or reputation, and fails to take prompt and appropriate corrective action. This standard is intended to address situations where inaction or insufficient response could lead to substantial or irreparable harm to the District.

- b. **Failure to Maintain Insurance or Indemnification**

- i. Failure to maintain required insurance coverage, provide certificates of insurance, or comply with indemnification obligations set forth in this Agreement. The District may immediately suspend use if required coverage lapses, is materially reduced, or is not timely provided before scheduled use.

- c. **Unauthorized Use or Assignment**

- i. Use of Park District facilities for purposes not authorized under this Agreement, use outside approved dates or schedules, or assignment, sublease, or transfer of rights without prior written approval from the Park District. The District may immediately suspend unauthorized use or access pending further review.

- d. **Non-Payment or Financial Default**

- i. Failure to pay hourly rental fees, damage charges, or other amounts owed under this Agreement when due. Continued nonpayment may result in denial of future scheduling requests, suspension of approved use, or termination of this Agreement.

ARTICLE 20 – GENERAL PROVISIONS.

1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
2. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any legal action arising from this Agreement shall lie in Cass County, North Dakota, unless otherwise required by law.

3. This Agreement may be modified only by a written document signed by all parties. Any purported oral modification shall not be effective.
4. Neither party shall be deemed in default or otherwise liable for delay or failure in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to weather events, power failures, government action, emergencies, or facility damage. The affected party shall provide notice as soon as reasonably practical, and both parties shall cooperate in good faith regarding rescheduling, temporary suspension, or other reasonable operational adjustments.
5. Any formal notice required under this Agreement shall be in writing and delivered by email or mailed to the designated contacts identified in the Annual Operations Appendix. Notice shall be effective upon receipt or confirmed delivery.

IN WITNESS WHEREOF, the parties hereto have, the day and year first above written, signed and executed this Agreement by virtue of authority given and granted by the respective corporate authorities of the parties hereto.

WEST FARGO PARK DISTRICT

By: _____
Park District Representative (Authorized Signatory) Date _____

By: _____
Secretary (Authorized Signatory) Date _____

WEST FARGO HOCKEY ASSOCIATION

By: _____
President (Authorized Signatory) Date _____

By: _____
Representative (Authorized Signatory) Date _____

(Remainder of page intentionally left blank.)

APPENDIX A: ANNUAL OPERATIONS APPENDIX WEST FARGO PARK DISTRICT ICE FACILITY USE AGREEMENT

This Annual Operations Appendix is attached to and incorporated into the Ice Facility Use Agreement between the West Fargo Park District (“District”) and the West Fargo Hockey Association (“Association”). This Appendix identifies operational contacts, coordination procedures, scheduling expectations, and seasonal operational requirements for the applicable season. This Appendix may be updated annually without requiring amendment of the primary Agreement.

ARTICLE 1- SEASON COVERED BY APPENDIX

1. Season Year: 2026-2027
2. Primary Season Dates: October 1, 2026 through April 1, 2027 unless otherwise approved by the District.

ARTICLE 2 - FEES

1. For the 2026-2027 season, the Association shall pay an hourly rate of \$180.00 for use of District-owned ice facilities and arena spaces.

ARTICLE 3 – INSURANCE

1. Insurance limits for the 2026-2027 season shall be one million Dollars (\$1,000,000.00) and a combined limit of liability of Two Million Dollars (\$2,000,000.00), with a deductible of not more than \$25,000.

ARTICLE 4- ORGANIZATIONAL CONTACTS

1. District Primary Scheduling Contact
 - a. The District Primary Scheduling Contact is the District representative responsible for coordinating ice scheduling with the Association. This individual shall receive the Association’s initial season schedule, any schedule modifications, and any other submissions required for billing calculations. This contact will also serve as the primary point of contact for cancellations, billing inquiries, scheduling adjustments, and general administrative coordination related to arena reservations.
 - b. 2026-2027 Season Contact:
 - i. Korey Stamp- korey@wfparks.org
 - ii. Phone: 701-433-5360
 - iii. Emergency Contact: 972-489-3448
2. District Primary Maintenance Contact
 - a. The District Primary Operations and Maintenance Contact is responsible for receiving reports related to ice or facility conditions. The Association shall report any damage, safety concerns, maintenance issues, or facility problems to this contact. This includes concerns related to ice conditions, equipment damage, boards, glass, locker rooms, lighting, or other facility infrastructure.
 - b. 2026-2027 Season Contact:

- i. Jackson Agather- jackson@wfparks.org
 - ii. Phone: 701-433-5360
 - iii. Emergency Number: 218-234-8364
- 3. District Administrative or Incident Contact
 - a. The District Administrative or Incident Contact serves as the point of contact for matters that fall outside routine scheduling or maintenance coordination. This includes significant incidents, emergencies, situations likely to draw public or media attention, issues involving participant or spectator safety, or other matters requiring District administrative awareness or response. The Association should notify this contact as soon as reasonably possible when such situations arise.
 - b. Season Contact:
 - i. Amy Zundel- amy@wfparks.org
 - ii. Emergency Number: 701-793-3553
- 4. Association Primary Contact
 - a. The Association Primary Contact is the designated representative responsible for coordinating communication between the Association and the District. This individual shall serve as the primary point of contact for operational coordination, scheduling matters, and administrative issues related to the Association's use of District ice facilities. Responsibilities of the Association Primary Contact may include:
 - i. Serving as the official liaison between the Association and the District.
 - ii. Submitting the Association's season schedule and coordinating any schedule updates or changes.
 - iii. Providing documentation or information required for billing calculations.
 - iv. Communicating District policies, closures, and operational updates to Association coaches, teams, and participants.
 - v. Ensuring that all Association activities conducted on District ice comply with the terms of the Agreement and the approved schedule.
 - vi. Coordinating responses to operational concerns, incidents, or issues involving Association programs.
 - b. 2026-2027 Season Contact:
 - i. West Fargo Hockey Association Representative- _____
 - ii. Emergency Number: _____
 - c. Secondary Contact
 - i. _____
 - ii. Emergency Number: _____

ARTICLE 5- ANNUAL COORDINATION MEETING

- 1. Pre-Season Coordination Meeting Target Date: On or before September 15, 2026.
 - a. Topics may include:
 - i. Season schedules
 - ii. Expected participation numbers
 - iii. Facility readiness
 - iv. Maintenance expectations
 - v. Capital improvement discussions
 - vi. Operational concerns
- 2. Post-Season Review Meeting Target Date: On or before April 15, 2027.
 - a. Topics may include:
 - i. Operational review of the season
 - ii. Maintenance or repair needs
 - iii. Capital improvement priorities

- iv. Scheduling adjustments for future seasons
- v. Schedule next seasons meeting date deadlines

ARTICLE 6- SCHEDULE SUBMISSION

1. The Association shall submit a schedule to the Scheduling Contact of the District no later than thirty (30) days before the first event.

ARTICLE 7- HOURS OF OPERATION

1. The overall hours of operation for the ice facilities shall be established by the District based on arena operations and approved scheduled use.
2. Season Hours of Operation:
 - a. 5:00AM-10:00PM

WEST FARGO PARK DISTRICT

By: _____
Park District Representative (Authorized Signatory) Date _____

By: _____
Secretary (Authorized Signatory) Date _____

WEST FARGO HOCKEY ASSOCIATION

By: _____
President (Authorized Signatory) Date _____

By: _____
Representative (Authorized Signatory) Date _____

(Remainder of page intentionally left blank.)

ICE FACILITY USE AGREEMENT

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THE WEST FARGO PARK DISTRICT AND THE WEST FARGO HOCKEY ASSOCIATION.

WITNESSETH

WHEREAS the West Fargo Park District (the "District") is the owner of Veterans Memorial Arena and related ice facilities which the West Fargo Hockey Association (the "Association") wishes to utilize from time to time with the prior written permission from the District; and

WHEREAS, the District and Association desire to establish a clear and flexible framework governing the Association's use of District ice facilities and arena spaces; and

WHEREAS, the parties desire to enter into this Agreement for an initial season beginning October 1, 2026 and ending April 1, 2027, which shall automatically renew for each successive season from October 1 through April 1 unless terminated in accordance with this Agreement; provided, however, that no renewal term shall extend beyond April 1, 2028; and

WHEREAS, the parties now desire to set forth the terms and conditions governing that seasonal use herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 – AGREEMENT SCOPE

1. This Agreement governs the Association's use of Veterans Memorial Arena and related District ice facilities for the initial season beginning on October 1, 2026 (the "Effective Date") and ending on April 1, 2027. Unless earlier terminated in accordance with this Agreement, this Agreement shall automatically renew for each successive seasonal operating period running from October 1 through April 1. No automatic renewal term shall extend beyond April 1, 2028. No rights exist outside of the applicable seasonal dates unless otherwise provided in a separate written agreement executed by both parties. All rights and obligations regarding the use of District ice facilities by the Association shall be governed by this Agreement unless otherwise modified by a separate written agreement executed by both parties.

ARTICLE 2 – DISTRICT ICE FACILITIES

1. The District owns and operates Veterans Memorial Arena and related arena facilities.
 - a) Veterans Memorial Arena, including the ice surface, locker rooms, spectator areas, and related support spaces approved by the District.
2. These facilities may be made available for Association practices, games, tournaments, and other approved programming subject to the terms of this Agreement and the policies of the District.
2. The District retains ownership, operational control, and scheduling authority for all ice facilities and arena spaces unless otherwise modified by a separate written agreement executed by both parties.

ARTICLE 3 – PURPOSE OF THE AGREEMENT

The purpose of this agreement is to:

1. Provide the terms and conditions under which the Association can use the District ice facilities for practice, league activities, games, and tournament play.
2. Define operational and maintenance responsibilities.
3. Identify responsibilities for fees and charges.
4. Identify a process to provide for improvements and upgrades.

ARTICLE 4 – USE OF DISTRICT FACILITIES BY ASSOCIATION

1. The District may permit the Association to use designated ice time and approved arena spaces at times approved by the District during the term of this Agreement.
2. All use of District facilities shall remain nonexclusive unless otherwise provided through a separate written Exclusive Use Agreement approved by the District.
3. Use of District facilities shall at all times be subject to District ordinances, policies, Park Board direction, and operational requirements.
4. District programs and operational needs shall receive scheduling priority, unless otherwise provided through a separate written Exclusive Use Agreement approved by the District.
5. The District retains sole scheduling authority for all District ice facilities and arena spaces, and District programs and operational needs shall receive scheduling priority.
6. The Association shall submit all scheduling requests to the District no later than thirty (30) days before its first event.
7. Any additions or changes requested less than thirty (30) days before the Association's first event shall be subject to District approval, facility availability, and the District's right to rent available time to other users.
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9. For purposes of this Agreement, a "West Fargo Hockey Event" means any practice, game, league activity, tournament activity, clinic, or other Association program that is organized or authorized by the West Fargo Hockey Association and included on the official schedule submitted to and approved by the District. Only activities meeting this definition constitute authorized Association use under this Agreement.
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 - a. Private team practices
 - b. Coach-organized practices or workouts
 - c. Skill training sessions
 - d. Team scrimmages not included on the approved schedule
 - e. Practices organized by competitive or travel teams outside of the Association's approved programming schedule

ARTICLE 5 – RELATIONSHIP TO LEASE AGREEMENTS

1. From time to time the District and the Association may enter into separate written agreements granting the Association exclusive or priority use of specific ice facilities or arena spaces for defined periods of time.
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3. Except where expressly modified by a Lease Agreement, the terms of this Agreement shall remain in full force and effect.
4. If any Lease Agreement expires, is terminated, or is not renewed, the use of the applicable facilities shall automatically revert to the terms and conditions of this Agreement.
5. Nothing within a Lease Agreement shall terminate or replace this Agreement unless expressly stated in writing.

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1. Operational details including contacts, reporting procedures, and coordination requirements shall be identified in an Annual Operations Appendix.
2. The Appendix may be updated annually without requiring amendment of this Agreement.

ARTICLE 7 – FEES

1. Use of District ice facilities and arena spaces by the Association shall be billed at a rate of \$180 per hour in the 2026-27 hockey season and \$190 per hour in the 2027-28 hockey season.
2. The Association shall be responsible for a minimum of one thousand two hundred (1,200) billable hours per season under this Agreement. If the Association's approved scheduled use and other billable use totals less than 1,200 hours during a season, the District may invoice the Association for the difference between actual billable hours and the 1,200-hour seasonal minimum at the applicable hourly rate for that season.
3. The District may invoice the Association monthly, by event, at the end of a billing period, or based on approved scheduled use, actual use, or a combination thereof, as determined by the District.
4. All invoiced amounts shall be paid by the Association within thirty (30) days after the invoice date. Any disputed amount shall be identified in writing within ten (10) days after the invoice date; however, undisputed amounts remain due and payable as invoiced.
5. Any invoice not paid within thirty (30) days shall be subject to a late fee equal to five percent (5%) of the outstanding balance, with a minimum late charge of \$100. Continued nonpayment may be treated as a default under this Agreement, and the District may deny future scheduling requests or suspend approved use until past-due balances are paid in full.
6. **Cancellation Policy.** Cancelled scheduled ice time shall be billed as follows unless otherwise approved by the District in writing: one hundred percent (100%) of the scheduled charge if cancelled less than ten (10) days before scheduled use; seventy-five percent (75%) of the scheduled charge if cancelled ten (10) to twenty (20) days before scheduled use; fifty percent (50%) of the scheduled charge if cancelled twenty-one (21) to twenty-nine (29) days before scheduled use; and no charge if cancelled thirty (30) or more days before scheduled use. At the District's discretion, the Association may be allowed up to three (3) cancellations per season made within thirty (30) days of scheduled use without penalty. Unused scheduled ice time may still be billed in accordance with this cancellation policy. If the District closes a facility due to maintenance, mechanical issues, safety concerns, weather, or other operational reasons, the District may, in its discretion, offer rescheduled time, a credit, or no compensation depending on the circumstances and available scheduling capacity.
7. The Association agrees to comply with District Policy 200 (Weather Policy), effective July 9, 2025.

8. Tournament events may be governed by this Agreement unless otherwise required by the District to be addressed through a separate use agreement. The District may require separate staffing plans, security arrangements, deposits, or other event-specific conditions for tournaments or other high-demand events.

ARTICLE 8 – MAINTENANCE STANDARDS

1. The District shall maintain the right to add, delete or modify maintenance procedures as deemed necessary.
2. The District will coordinate maintenance and improvements with the Association according to the facility and ice schedule.
3. For Association tournaments played on a continual rolling schedule, routine ice resurfacing during the tournament block shall be billed at the regular hourly rate and shall not reduce the billable rental period. Back-to-back game rental periods, including games scheduled within thirty (30) minutes of each other, shall be treated as one block of time. This provision does not apply to practices when a scheduled fifteen (15) minute resurfacing period occurs between practices; that resurfacing period shall not be billed as practice rental time.
4. Additional staffing, event support, security, cleaning beyond standard facility cleaning, or other non-standard services requested by the Association or required for a particular event may be billed separately unless otherwise agreed in writing.
5. The Association shall be financially responsible for damage to District facilities, equipment, or other property caused by its participants, staff, volunteers, or spectators. The District shall assess the damage, coordinate necessary repair or replacement, and invoice the Association for the related cost. Payment for damage charges shall be due within thirty (30) days of invoice. Failure to pay damage charges when due shall constitute a breach and may be treated as a default under this Agreement.
6. The District may issue key fobs, keys, access codes, or other access credentials for approved use. The Association shall be responsible for controlling and tracking any credentials issued to it, and the District may assess reasonable replacement or reprogramming fees for lost, stolen, damaged, or unreturned credentials.
7. The Association shall assist in maintaining the condition of the facilities during its use by:
 - a) Inspecting ice and arena spaces prior to use and immediately reporting any damage or safety concerns to the District.
 - b) Securing doors and rooms following use.
 - c) Storing and securing hockey equipment, nets, and training materials in designated areas at conclusion of daily programs.
 - d) Maintaining reasonable order and cleanliness in locker rooms, spectator areas, storage areas, and any other spaces used by the Association.
 - e) Following all District facility use policies.

ARTICLE 9 – CONDITIONS AND FACILITY CLOSURES

1. The District retains sole authority to determine the condition and playability of all District ice facilities and arena spaces.
2. The District may close or restrict use of any ice surface or facility due to maintenance requirements, mechanical issues, safety concerns, weather conditions affecting operations, or any other operational reason deemed necessary by the District.

3. The Association shall comply with all District closure determinations. Ice or facility areas that are designated as closed by the District shall not be used for any practice, game, or activity.
4. Use of District facilities during a closure period, or after a facility or ice surface has been declared unavailable, may result in suspension of facility privileges, assessment of repair costs, or other remedies permitted under this Agreement.
5. The District may reopen facilities when conditions improve and may impose temporary use restrictions to protect the condition of the ice and arena.

ARTICLE 10 – NO ALTERATION OR FACILITY IMPROVEMENTS

1. The Association shall not make structural improvements or alterations to District property without prior written approval from the District.
2. The Association shall not hang signs, banners, advertisements, announcements, or other similar items without the prior written consent of the District.
3. Any improvements made on District property shall be considered a donation to the District and shall become District property unless otherwise agreed in writing.

ARTICLE 11 – USE BY OTHER ORGANIZATIONS

1. The District retains the right to allow use of ice facilities and arena spaces by other organizations or individuals when those facilities are not reserved for Association use or otherwise modified by a separate written agreement executed by both parties.

ARTICLE 12 – ADVERTISING AND SPONSORSHIP

1. The placement or sale of advertising, sponsorship signage, or similar materials on District property after August 1, 2026 requires a separate Advertising or Sponsorship Agreement approved by the District. Any revenue generated through advertising located on District property shall be subject to the terms of that agreement.
2. Any naming rights, sponsorship agreements, or advertising arrangements associated with District property shall not automatically renew upon expiration. Renewal, extension, or replacement of any such agreement must be reviewed and approved by the District or negotiations shall be authorized by the Park District.
3. Any existing advertising or sponsorship installations located on District property as of August 1, 2026 that generate revenue shall have those revenues tracked and reported to the District annually at the Annual Coordination Meeting, and be used exclusively for capital improvements at an applicable District facility or site, with such improvements to be mutually agreed upon by the District and the Association. Any capital improvement funded under this provision shall be subject to prior District approval of the scope, location, and timing of the improvement, and all installed items shall become District property unless otherwise agreed in writing.
4. The District retains exclusive rights to concessions, food service, and beverage sales at District facilities. Any sale or distribution of merchandise, apparel, concessions, food, or beverages by the Association or its representatives requires prior written approval from the District.

ARTICLE 13 – INSURANCE, LIABILITY, INDEMNIFICATION, AND WAIVER

1. The District shall not be responsible or liable to the Association for any injury or damage arising from the Association's use of District facilities, or from the acts or omissions of persons occupying or using adjoining District property or other portions of the building used under this Agreement.
2. The Association agrees to defend, indemnify, and hold the District harmless from any liabilities or losses, including reasonable attorney fees, arising out of or related to the Association's use of District facilities under this Agreement.
3. The Association shall maintain, at its own expense and for so long as this Agreement remains in effect, public liability insurance covering its use of District ice facilities and arena spaces. The

District shall be named as an additional insured. The insurance shall be placed with companies and in a form acceptable to the District, with minimum per-occurrence limits as defined in the Annual Operations Appendix. The Association shall provide a Certificate of Insurance before the applicable season begins. The insurance shall also include contractual liability coverage by endorsement. If the Association has employees, it shall also maintain workers' compensation coverage as required by law. The Association shall provide the District with the policy, certificate, or other acceptable evidence that such insurance is in effect, and shall promptly notify the District of any cancellation, nonrenewal, or material reduction in coverage.

4. The Association further agrees to indemnify and hold the District and its employees harmless from any claim, loss, or damage, including reasonable attorney's fees, suffered by the District, District employees, or other District tenants caused by:
 - a. Any act or omission by the Association, its employees, volunteers, or anyone acting through the Association in, at, or around District ice facilities and arena spaces; or
 - b. The conduct or management of any work or activity performed by the Association in or about District ice facilities and arena spaces.
5. Nothing herein shall be deemed a waiver by the District of the limits of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.

ARTICLE 14 – NO ASSIGNMENT

1. The Association shall not assign its interest in this Agreement, sublease, transfer, or otherwise permit another person or organization to use scheduled ice time reserved under this Agreement without obtaining the prior written consent and approval of the District.

ARTICLE 15 – BINDING UPON SUCCESSORS

1. This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 16 – NON-DISCRIMINATION

1. The Association agrees to comply with all local, state, federal and all other applicable laws against discrimination.

ARTICLE 17 – INTEGRATION OF ALL TERMS INTO AGREEMENT

1. This Agreement contains all of the terms, conditions and agreements between the parties hereto and no amendments, additions or changes hereto shall be valid unless attached hereto in writing and signed by the District and the Association. Failure to abide by the policies and rules set forth in this agreement could result in additional fees assessed to the Association and/or loss of privileges regarding the use of District ice facilities and arena spaces.

ARTICLE 18 – TERM

1. The initial term of this Agreement shall begin on October 1, 2026 and expire on April 1, 2027. Unless earlier terminated in accordance with this Agreement, this Agreement shall automatically renew for each successive seasonal operating period from October 1 through April 1. No renewal term shall extend beyond April 1, 2028. No rights exist outside of the applicable seasonal dates unless otherwise stated in a separate written agreement executed by both parties.
2. This Agreement shall be enforceable and binding on both parties on the Effective Date.

ARTICLE 19 – TERMINATION OF AGREEMENT

1. If either party believes the other is in default under this Agreement, the non-defaulting party shall provide written notice describing the default in reasonable detail. The defaulting party shall have ten (10) days to cure any payment-related default and thirty (30) days to cure any other default,

unless the nature of the issue reasonably requires immediate action to protect persons, property, facility operations, or compliance with law or insurance requirements. If the default is not cured within the applicable period, the District may suspend use, deny future scheduling requests, terminate this Agreement, or pursue any other remedies available under this Agreement or applicable law. Repeated violations, even if individually cured, may be treated as a default if they materially interfere with District operations or demonstrate an inability or unwillingness to comply with this Agreement. Reasons that may constitute default or cause for termination include, but are not limited to:

a. Violation of Laws or Criminal Conduct

- i. Violation by West Fargo Hockey Association, or its officers, employees, or volunteers, of any applicable federal, state, or local law in connection with activities conducted on or related to Park District facilities, including a finding of guilt, or entry of a guilty or no contest plea, or adjudicated civil liability for conduct substantially similar to criminal activity. In addition, cause may exist where the Association becomes aware of serious misconduct by its members, officers, employees, or volunteers that could reasonably result in significant harm to individuals, public assets, or the Park District's operations or reputation, and fails to take prompt and appropriate corrective action. This standard is intended to address situations where inaction or insufficient response could lead to substantial or irreparable harm to the District.

b. Failure to Maintain Insurance or Indemnification

- i. Failure to maintain required insurance coverage, provide certificates of insurance, or comply with indemnification obligations set forth in this Agreement. The District may immediately suspend use if required coverage lapses, is materially reduced, or is not timely provided before scheduled use.

c. Unauthorized Use or Assignment

- i. Use of Park District facilities for purposes not authorized under this Agreement, use outside approved dates or schedules, or assignment, sublease, or transfer of rights without prior written approval from the Park District. The District may immediately suspend unauthorized use or access pending further review.

d. Non-Payment or Financial Default

- i. Failure to pay hourly rental fees, damage charges, or other amounts owed under this Agreement when due. Continued nonpayment may result in denial of future scheduling requests, suspension of approved use, or termination of this Agreement.

ARTICLE 20 – GENERAL PROVISIONS.

1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
2. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any legal action arising from this Agreement shall lie in Cass County, North Dakota, unless otherwise required by law.
3. This Agreement may be modified only by a written document signed by all parties. Any purported oral modification shall not be effective.
4. Neither party shall be deemed in default or otherwise liable for delay or failure in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to weather events, power failures, government action, emergencies, or facility damage. The affected

party shall provide notice as soon as reasonably practical, and both parties shall cooperate in good faith regarding rescheduling, temporary suspension, or other reasonable operational adjustments.

5. Any formal notice required under this Agreement shall be in writing and delivered by email or mailed to the designated contacts identified in the Annual Operations Appendix. Notice shall be effective upon receipt or confirmed delivery.

IN WITNESS WHEREOF, the parties hereto have, the day and year first above written, signed and executed this Agreement by virtue of authority given and granted by the respective corporate authorities of the parties hereto.

WEST FARGO PARK DISTRICT

By: _____
Park Board President

Date

By: _____
Clerk

Date

WEST FARGO HOCKEY ASSOCIATION

By: _____
President (Authorized Signatory)

Date

By: _____
Representative (Authorized Signatory)

Date

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APPENDIX A: ANNUAL OPERATIONS APPENDIX WEST FARGO PARK DISTRICT ICE FACILITY USE AGREEMENT

This Annual Operations Appendix is attached to and incorporated into the Ice Facility Use Agreement between the West Fargo Park District (“District”) and the West Fargo Hockey Association (“Association”). This Appendix identifies operational contacts, coordination procedures, scheduling expectations, and seasonal operational requirements for the applicable season. This Appendix may be updated annually without requiring amendment of the primary Agreement.

ARTICLE 1- SEASON COVERED BY APPENDIX

1. Season Year: 2026-2027
2. Primary Season Dates: October 1, 2026 through April 1, 2027 unless otherwise approved by the District.

ARTICLE 2 - FEES

1. For the 2026-2027 season, the Association shall pay an hourly rate of \$180.00 for use of District-owned ice facilities and arena spaces.

ARTICLE 3 – INSURANCE

1. Insurance limits for the 2026-2027 season shall be one million Dollars (\$1,000,000.00) and a combined limit of liability of Two Million Dollars (\$2,000,000.00), with a deductible of not more than \$25,000.

ARTICLE 4- ORGANIZATIONAL CONTACTS

1. District Primary Scheduling Contact
 - a. The District Primary Scheduling Contact is the District representative responsible for coordinating ice scheduling with the Association. This individual shall receive the Association’s initial season schedule, any schedule modifications, and any other submissions required for billing calculations. This contact will also serve as the primary point of contact for cancellations, billing inquiries, scheduling adjustments, and general administrative coordination related to arena reservations.
 - b. 2026-2027 Season Contact:
 - i. Korey Stamp- korey@wfparks.org
 - ii. Phone: 701-433-5360
 - iii. Emergency Contact: 972-489-3448
2. District Primary Maintenance Contact
 - a. The District Primary Operations and Maintenance Contact is responsible for receiving reports related to ice or facility conditions. The Association shall report any damage, safety concerns, maintenance issues, or facility problems to this contact. This includes concerns related to ice conditions, equipment damage, boards, glass, locker rooms, lighting, or other facility infrastructure.
 - b. 2026-2027 Season Contact:
 - i. Jackson Agather- jackson@wfparks.org
 - ii. Phone: 701-433-5360
 - iii. Emergency Number: 218-234-8364
3. District Administrative or Incident Contact
 - a. The District Administrative or Incident Contact serves as the point of contact for matters that fall outside routine scheduling or maintenance coordination. This includes significant incidents, emergencies, situations likely to draw public or media attention, issues involving participant or spectator safety, or other matters requiring District administrative

awareness or response. The Association should notify this contact as soon as reasonably possible when such situations arise.

b. Season Contact:

- i. Amy Zundel- amy@wfparks.org
- ii. Emergency Number: 701-793-3553

4. Association Primary Contact

- a. The Association Primary Contact is the designated representative responsible for coordinating communication between the Association and the District. This individual shall serve as the primary point of contact for operational coordination, scheduling matters, and administrative issues related to the Association's use of District ice facilities.

Responsibilities of the Association Primary Contact may include:

- i. Serving as the official liaison between the Association and the District.
 - ii. Submitting the Association's season schedule and coordinating any schedule updates or changes.
 - iii. Providing documentation or information required for billing calculations.
 - iv. Communicating District policies, closures, and operational updates to Association coaches, teams, and participants.
 - v. Ensuring that all Association activities conducted on District ice comply with the terms of the Agreement and the approved schedule.
 - vi. Coordinating responses to operational concerns, incidents, or issues involving Association programs.
- b. 2026-2027 Season Contact:
- i. West Fargo Hockey Association Representative-

ii. Emergency Number: _____

c. Secondary Contact

i. _____

ii. Emergency Number: _____

ARTICLE 5- ANNUAL COORDINATION MEETING

1. Pre-Season Coordination Meeting Target Date: On or before September 15, 2026.

a. Topics may include:

- i. Season schedules
- ii. Expected participation numbers
- iii. Facility readiness
- iv. Maintenance expectations
- v. Capital improvement discussions
- vi. Operational concerns

2. Post-Season Review Meeting Target Date: On or before April 15, 2027.

a. Topics may include:

- i. Operational review of the season
- ii. Maintenance or repair needs
- iii. Capital improvement priorities
- iv. Scheduling adjustments for future seasons
- v. Schedule next seasons meeting date deadlines

ARTICLE 6- SCHEDULE SUBMISSION

1. The Association shall submit a schedule to the Scheduling Contact of the District no later than thirty (30) days before the first event.

ARTICLE 7- HOURS OF OPERATION

1. The overall hours of operation for the ice facilities shall be established by the District based on arena operations and approved scheduled use.
2. Season Hours of Operation:
 - a. 5:00AM-10:00PM

WEST FARGO PARK DISTRICT

By: _____
Park Board President

Date

By: _____
Clerk

Date

WEST FARGO HOCKEY ASSOCIATION

By: _____
President (Authorized Signatory)

Date

By: _____
Representative (Authorized Signatory)

Date

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**West Fargo Park Board Meeting
Wednesday, July 8, 2026
Deferred Maintenance Items**

Contact Person:

Josh Mathern, Operations Director

Agenda Item:

Deferred Maintenance Items

Description of Request:

Staff plans to complete two deferred maintenance projects during the summer and fall:\

Veteran's Memorial Arena – Ice Cooling System Heat Exchanger

1. A leak has been identified in the heat exchanger serving the Vets 1 ice cooling system.
2. Estimated repair cost: \$64,850
3. Funding source: Veteran's Memorial Arena Capital Improvement Fund
4. Apparent low quote: Red River Refrigeration

Veteran's Memorial Pool – Water Slide Refurbishment

1. Water slide maintenance has been deferred for several years and refurbishment is now necessary.
2. The project includes seam repairs, fiberglass repairs, and application of a new exterior coating.
3. Estimated cost: \$55,430
4. Staff is obtaining updated pricing and additional quotes.
5. Funding source: Deferred Maintenance Fund

These projects address critical facility maintenance needs and will help preserve the long-term functionality and safety of both amenities. Under the current purchasing policy, purchases funded through deferred maintenance or facility-specific capital funds may be authorized with the concurrence of the Director, Finance Director, and Executive Director.

Motion Suggestion:

No action required, information only.

Quotation



Employee Owned Company
www.redriverrefrig.com
(877) 553-1418

160 8th Avenue NW
West Fargo, ND 58078
Phone: (701) 277-1739

2009 Morrison Ave
Bismarck, ND 58504
Phone: (701) 255-3317

623 S 48th street
Grand Forks, ND
58201

PROPOSAL SUBMITTED TO VETERANS ARENA	PHONE	DATE 5/7/2026
STREET	EMAIL	
CITY, STATE, ZIP CODE WEST FARGO, ND	PROJECT ADD PLATE HEAT EXCHANGERS TO RACK	

CHILLER BARREL ON EAST RACK IN WEST MECH ROOM IS LEAKING - NEED TO REMOVE

RECOVER CHARGE REMAINING IN BOTH REFRIGERATION CIRCUITS

CUT OUT AND REMOVE THE BARREL

INSTALL 2 NEW LOAD RATED PLATE HEAT EXCHANGERS

TIE IN REFRIGERATION AND GLYCOL LINES TO THE NEW HEAT EXCHANGERS

REPLACE FILTER/DRIERS AND EVACUATE REFRIGERATION SYSTEM

ADD NEW BUTTERFLY VALVES AND TEMP WELLS TO GLYCOL LINES

PURGE GLYCOL SYSTEM

RESTART RACK AND SET FLOW RATES ON GLYCOL

ALL MATERIALS, REFRIGERANT, CONTROLS, FREIGHT AND LABOR

TOTAL

\$ 64,850.00

NOTES:

ELECTRICAL WORK BY OTHERS

ANY ADDITIONAL GLYCOL NEEDED BY OTHERS

Electrical, general contracting, fire protection and roof work by others.

We are not responsible for delays due to manufacturing, trucking or other unforeseen issues.

_____ dollars(\$64,850.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

JOSH KESLER

Note: This proposal may be
withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

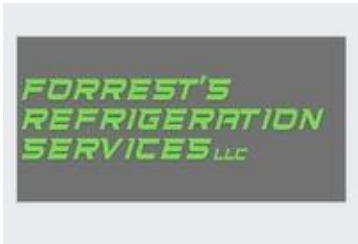
Signature: _____

Date of Acceptance: _____

ESTIMATE

Forrest's Refrigeration Services
LLC
119 Brooktree Cir
Harwood, ND 58042

forrestf@forrestsrefrigerationservices.
com
+1 (701) 793-7228



Bill to
Jackson Agather
Vets #1

Ship to
Jackson Agather
Vets #1

Estimate details
Estimate no.: 1090
Estimate date: 07/02/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Customer Complaint	7/2/26 east chiller barrel has leak internally. Get estimate to replace chiller.	1	\$0.00	\$0.00
2.	Miscellaneous materials	100 ton chiller direct replacement.	1	\$55,000.00	\$55,000.00
3.	REF-404A	R404A Gas Per Pound	400	\$23.40	\$9,360.00
4.	COP-21/8ACR	2 1/8 ACR COPPER PER FOOT	12	\$52.17	\$626.04
5.	COP-21/8COUPLER	2 1/8 ACR COPPER COUPLER	12	\$17.67	\$212.04
6.	COP-21/890LONG	2 1/8" OD Copper 90 Elbow Long Turn	12	\$79.83	\$957.96
7.	SPO-RCW48	Gold Drier Core Moisture Removal	6	\$78.90	\$473.40
8.	Miscellaneous materials	Re-pipe glycol pvc sch80 pipe and fittings, glue, primer, gaskets	1	\$5,000.00	\$5,000.00
9.	Recovery Machine	Gas Recovery	2	\$200.00	\$400.00
10.	Leak Detector	leak check system	1	\$25.00	\$25.00
11.	Vacuum pump	Vacuum Pulled To 25 in hg or 500 microns	2	\$200.00	\$400.00
12.	Truck Charge	Miscellaneous Materials	1	\$1,000.00	\$1,000.00
13.	Glycol	purge glycol system, any additional glycol work is not included.	1	\$0.00	\$0.00
14.	Electrician	any electrical work by others.	1	\$0.00	\$0.00
15.	Rink Labor	recover refrigerant, cut out chiller barrel, replace chiller barrel, make connections,	240	\$145.00	\$34,800.00

purge chiller glycol, change drier cores,
change oil, pull vacuum, charge system, run
system, leak check.

16.	OIL-Poe68	CAMCO 1 Gallon POE 68 Oil	16	\$150.00	\$2,400.00
17.	COP-11/8COUP	1 1/8 OD copper coupling	12	\$3.39	\$40.68
18.	COP-11/8ACR	1 1/8 ACR Hard Copper Pipe Per Foot	12	\$12.12	\$145.44
19.	COP-11/890	1 1/8 ACR LONG RADIUS 90	12	\$14.22	\$170.64
20.	Miscellaneous materials		1	\$5,000.00	\$5,000.00
21.	SOLDER-Sil-Fos	6% Sil-Fos Stick	20	\$10.00	\$200.00
22.	B-Tank Torch	Torch Use	1	\$300.00	\$300.00
Total				\$116,511.20	

Accepted date

Accepted by



QUOTE #589

January 19, 2026

CUSTOMER

Rustad Recreation Center
Garrett Styf, CPRP
Facility Supervisor
701-551-7114
garrett@wfparks.org

Thank you for the opportunity to submit our proposal.

Our turnkey price for the restoration project is as follows:

Cost

Gel Coat Interior of (1) Green Open Body Waterslide.	Sub Total: \$23,800.00
Paint Exterior of (1) Green Open Body Waterslide.	Sub Total: \$11,900.00
Gel Coat Interior of (1) Blue Enclosed Waterslide. (Start Tub and Run Out Only on Interior Gel Coat.)	Sub Total: \$6,500.00
Paint Exterior of (1) Blue Enclosed Waterslide.	Sub Total: \$13,230.00
Total Waterslide Restoration Project:	Total: \$55,430.00

Pictures



Timeframe

7-10 days to complete this Project: Fall 2025 or Spring 2026

Terms

- 50% Due upon signing of Terms and Conditions.
- 50% Due upon completion of Project with final walk through with Client.

Our price includes cost of all labor, materials, and a man lift and/or scaffolding. There is no additional charge if we determine that an additional coat of coating is required to achieve optimal results. Note that the following slide exterior colors will require an additional charge as these colors require multiple coats:

Scope of Work

Gel Coat Interior of (2) Waterslides (Start Tub and Run Out Only on Interior Gel Coat on Blue Waterslide.) High-pressure water clean using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Remove caulk from seams;

Sand entire interior to remove all failed coating and to create an adhesion profile;

Make all necessary repairs to gelcoat;

Apply Maxguard LEI Series Ashland gelcoat with Duratec high gloss additive at 22-24 mils;

After cure, wet sand and buff and wax any imperfections with 800 and 1000 grit sandpaper;

Re-caulk all seams using Sikaflex 291 white fast cure.

Paint Exterior of (2) Waterslides:

High-pressure water clean up to 4,000 p.s.i. using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Power-tool prepare any rusted surfaces with D.L. sanders, grinders, and wire wheel;

Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes, and welds using Sherwin Williams Macropoxy 646; Finish paint slide exterior using Sherwin Williams Hi Solids Polyurethane or Sherloxane 800.

We employ our key technicians year-round. Our seasonal technicians have been with us for many years as well. We do not need to train or re-train seasonal staff nor do we subcontract out any work. This ensures that our work is consistent and always meets our high standards. We hold the ACMA CCT gelcoat certification and are also OSHA certified, bonded, and insured.

WARRANTY

Exterior Paint-One-year workmanship warranty covers delamination that occurs in the new paint coating. Our warranty does not cover fading, claims from extreme acts of nature, improper maintenance (chemicals used to wash newly painted surface), vandalism, rust or application of wax-based products to newly painted surface. Warranty may become void if peeling occurs due to poor adhesion from the previous manufacturers coating and/or aftermarket coating(s).

Gel Coat Interior-Five-year workmanship warranty covering delamination of applied gelcoat only. Our five-year warranty is only valid if the customer participates in a yearly maintenance program with Amusement Restoration Companies (ARC). If the customer does not engage in a yearly maintenance program our standard one-year warranty will apply. This warranty does not cover damage from osmosis, blistering, deterioration or damage of cosmetic surface finishes; including cracking, crazing, discoloration, fading, corrosion and oxidation of gelcoat. This warranty does not cover surfaces previously coated beyond original manufacturers coating, unless this aftermarket coating is completely removed by ARC prior to application of new gelcoat. Our warranty does not cover any repairs that have been completed by a previous contractor. ARC does not offer any warranty for caulking of seams.

Work will be finished prior to agreed-upon completion date barring any unusual adverse weather. However, due to weather and other variables, we cannot assign a specific start date. We will stay in touch as prior projects progress to keep you up to date with anticipated start date. Note that our technicians work seven days per week and thus we may need access to the facility on a weekend. Technicians will need access to electricity and water. We will need access to get a man lift to the site.

Please do not hesitate to contact me if you have any questions or need any further information.



James Gardiner

Owner

720-940-0106

Offices in Texas-Colorado

We service the USA

jim@arcparks.com

www.amusementrestoration.com

TERMS AND CONDITIONS

1. **VALIDITY OF OFFER:** Buyer shall indicate acceptance of this Agreement by returning a copy of this Agreement signed by a duly authorized representative of Buyer. If Buyer has not yet indicated acceptance of this Agreement, ARC offer to perform under the Agreement shall terminate on the earlier of (I) ARC notification (whether verbal or written) to Buyer that such offer has been terminated, (II) thirty (30) days after the contract date listed on page 1 of this Agreement, or (III) thirty (30) days after Buyer's receipt of this Agreement. ARC will walk the water park and go over Scope of Work on the first day with Client. Anything out of the ordinary outside the agreed Scope of Work will be negotiated and additional fees may apply at that time.

2. **SCHEDULE OF DELIVERY:** ARC will use best efforts to provide the Deliverables in accordance with the schedule, but does not guarantee such schedule. Time is not of the essence in this Agreement and ARC is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if ARC falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford ARC a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, ARC will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.

3. **PROJECT REQUIREMENTS:** ARC assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work, and will perform the work in compliance with all such requirements. ARC will, if required obtain any and all permits pertaining to the Scope of Work. It is ARC intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk-through sheet. Unless otherwise specifically noted in the Scope of Work, ARC is expecting the following services and amenities to be freely available:

- 1) Restroom facilities.
- 2) Water with at least 40 lbs. of pressure within 50 feet of project.
- 3) 110 electric service within 50 feet of project.
- 4) Clear and reasonable access to the project area.
- 5) Pools to be drained and/or generally clean upon arrival of our crew.
- 6) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g., weekend and / or early am work).
- 7) Provide parking for our vehicles at no charge to ARC.

4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by ARC shall be the responsibility of Buyer and in addition to the sales price hereof.

5. **PAYMENT TERMS:** Buyer agrees to pay ARC the fees in accordance with the terms set forth in this Agreement. ARC standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by ARC in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on this Agreement, Buyer will pay to ARC the greater of (I) any and all deposits paid to ARC to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by ARC in performing under this Agreement, plus a 20% handling fee.

6.. **WARRANTY:** ARC warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 12 months for Waterslides and 60 months for Pools from the date of service or installation. Full payment of project has to be meant to start the warranty. If ARC work is found to be defective within this time period, ARC will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. **THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ARC SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. ARC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THESE SERVICES OR THEIR USE BY BUYER. THESE WARRANTIES SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN USED IN A MANNER OUTSIDE OF THE GUIDELINES SUGGESTED BY THE SLIDE EXPERTS OR THAT HAVE BEEN SUBJECT TO ANY MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY AS TO AFFECT PERFORMANCE. THERE IS NO WARRANTY ON CAULKING AND LEAKS.**

7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. ARC will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges ARC from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.

8. **LIMITATION OF LIABILITY:** Except for the indemnification obligations, neither party is liable to the other for consequential, incidental, direct, indirect or special damages, including commercial loss and lost profits, however caused, in excess of the fees paid under this Agreement.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** ARC will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. ARC will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by ARC or any of its employees, consultants or agents. If the scope of work requires ARC to incorporate a trademark or other intellectual property owned by Buyer or a third party, ARC will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by ARC of the project before, during or after completion of the project for their exclusive use in ARC sales and marketing efforts or in any other activity ARC deems appropriate.

10. **INDEMNIFICATION:** Buyer will indemnify and hold harmless ARC, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs and liabilities (including reasonable attorney's fees and expenses) arising from or related to the actions or inaction of Buyer, its agents and employees and others under its direction or control in conjunction with the operation of the scope of work, the Deliverables and installation.

11. **CONFIDENTIALITY:** "Confidential Information" means any and all business, technical or third-party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving party without obligation of confidentiality, and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.

12. **NOTICES:** Notices required under this Agreement shall be sent to the addresses of the parties stated on page 1 of the Sales Agreement. Notices will be deemed given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally.

13. **GOVERNING LAW; VENUE:** The laws of the State of Colorado shall govern the construction and interpretation of this Agreement without giving effect to any choice or conflict of law provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Buyer hereby consents and submits to the jurisdiction of the state and federal courts located in Colorado for any dispute related to this Agreement. Any lawsuit or litigation initiated by either party and related to this Agreement shall occur in the appropriate state or federal court located in Parker, Colorado and Buyer and ARC agree that suit shall not be brought in any other jurisdiction or location; provided however, nothing contained in this Section shall prohibit ARC from pursuing lien claims, bond claims, repossession actions or injunctive relief in any appropriate jurisdiction or court.

14. **FORCE MAJEURE:** Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.

15. **WAIVER:** The failure of Either Party to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred in this Agreement, shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms or rights at any future occasion.

16. **ASSIGNMENT:** The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that ARC may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of ARC.

17. **ENTIRE AGREEMENT:** This Agreement (including the Master Terms and Conditions) is intended to be the final, complete and exclusive expression of the Agreement between the parties. This Sales Agreement supersedes any and all prior written or oral agreements relating to the subject matter hereof. No modification of this Agreement shall be effective except by a written agreement expressly stating the parties' intent to so modify this Agreement and signed by the parties. No modification of any provision of this Agreement shall be considered a waiver, breach, or cancellation of any other provision of this Agreement. Any provision in the Sales Agreement that is not consistent with the Master Terms and Conditions in this Exhibit A shall be void and not a part of this Sales Agreement.

APPROVED AND ACCEPTED:

Seller: ARC

Buyer:

Title: Owner

Title:

Print Name: James Gardiner

Print Name:

Signature: 

Signature:

Date:

Date:



**West Fargo Park Board Meeting
Wednesday, July 8, 2026
Rendezvous 5 and 6**

Contact Person:

Josh Mathern, Operations Director

Agenda Item:

Rendezvous 5 and 6

Description of Request:

Attached are the preliminary plans for the Rendezvous 5&6 improvement project.

The project currently includes

1. Additional concrete walkways to access bathrooms
2. Concrete Bleacher pads
3. Shade structures over bleachers (Rendezvous 5&6 and Elmwood 1&2)
4. Concrete knee wall backstop (to match North Elmwood 1 and 2)
5. 30 foot backstop netting (to match North Elmwood 1 and 2)

After consulting with designers about shade structure design, it was determined that the additional cost of a canteliver style shade structure will be offset by the cost savings for installation. Due to the reduced number of footings and saw cuts, the two post design is comparable in price to a four post design. We are pursuing a two post design.

All feedback and input on the design is welcome at this time. Feedback will be taken into consideration and adjustments to the plans will be made. A final set will be provided before the July 15th Special Meeting. At the July 15th meeting, I will be requesting approval of the plans and specifications and authorization to advertise for bids.

Differences in this estimate from the June estimate:

1. Addition of 5 row bleachers (can be an alternate)
2. Addition of 3 row bleachers (can be an alternate)
3. Some mobilization costs added at Elmwood site.

Motion Suggestion:

Provide feedback.

Rendezvous 5 & 6

Fall 2026

Project Idea

Create Park Improvement District

Approve Engineer Report

Direct Engineer to Prepare Plans and Specs

June 10, 2026

YOU
ARE
HERE

Provide Feedback

July 8, 2026

Approve Plans and Specs

July 15, 2026

Advertise for Bids

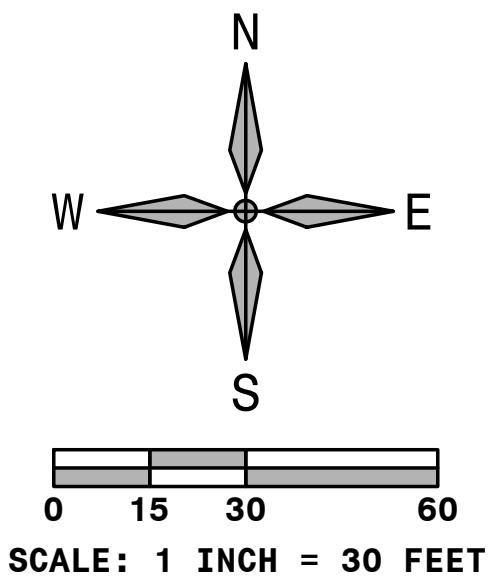
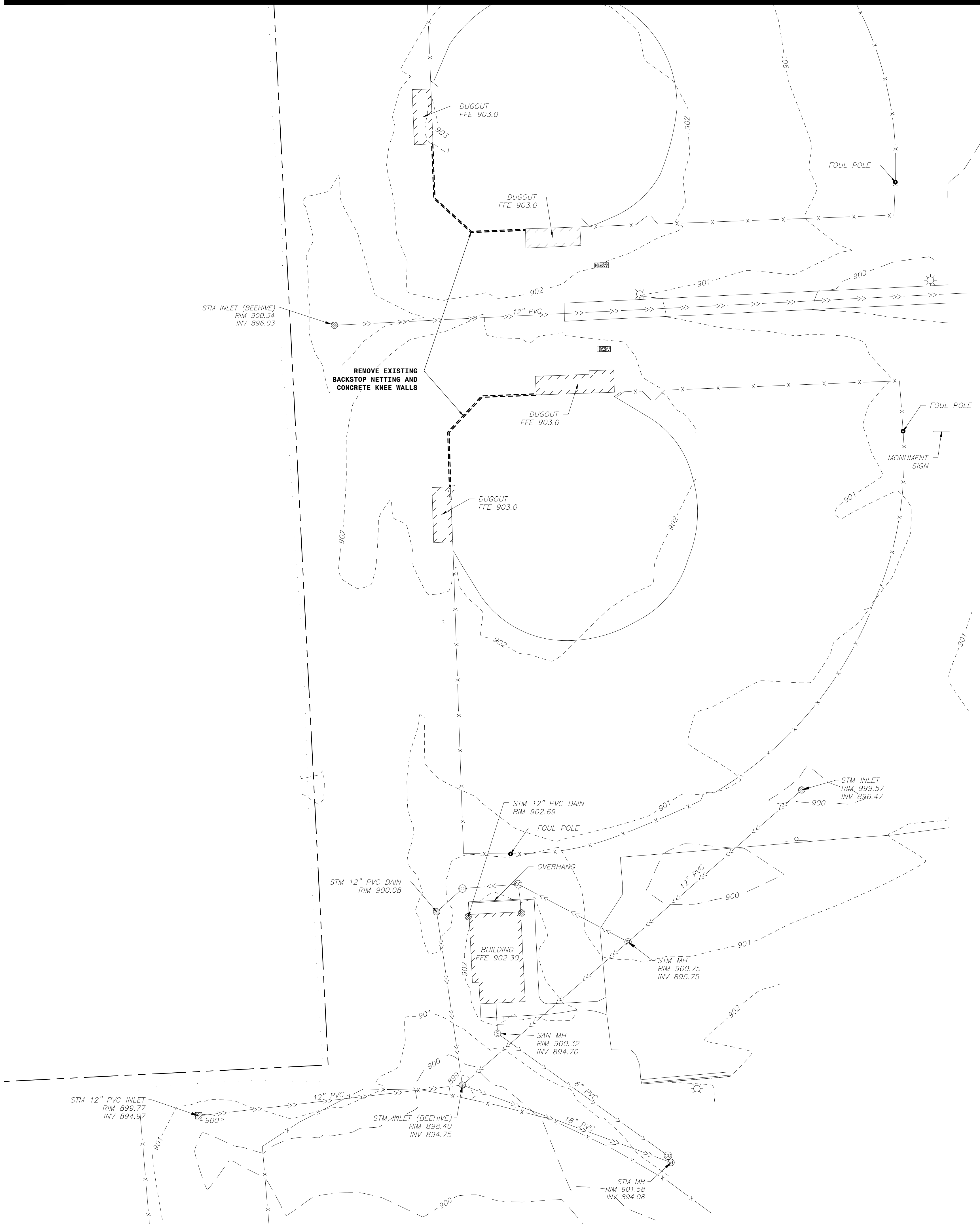
July 16 – August 6, 2026

Award Project to Lowest
Responsible Bidder

Aug 12, 2026

Construction Begins

Fall 2026



SYMBOL LEGEND:

- EXISTING PROPERTY LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY CLEANOUT
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING IRRIGATION CONTROL VALVE
- EXISTING TRAFFIC SIGN
- EXISTING BOLLARD/POST
- EXISTING LIGHT POLE
- EXISTING FENCE LINE
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING CONTOUR

PLAN NOTES:

- ALL WORK WITHIN THE CITY OF WEST FARGO RIGHT-OF-WAY SHALL COMPLY WITH THE MOST RECENT CITY OF WEST FARGO STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
- CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. NORTH DAKOTA ONE CALL PHONE NUMBER: 1-800-795-0555.
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- IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
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BENCHMARKS:

- BM-1: SOUTHEAST FLANGE BOLT OF HYDRANT LOCATED NEAR THE SOUTHWEST PARKING LOT. ELEVATION = 904.19 (NAVD29)
- BM-2: SOUTHEAST FLANGE BOLT OF HYDRANT LOCATED JUST WEST OF LIFT STATION. ELEVATION = 903.90 (NAVD29)
- BM-3: SOUTHEAST FLANGE BOLT OF HYDRANT LOCATED ON THE SOUTH SIDE OF THE PARK ROAD NEAR THE EAST ENTRANCE. ELEVATION = 904.46 (NAVD29)
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RENDEZVOUS PARK - EXISTING CONDITIONS/DEMOLITION PLAN

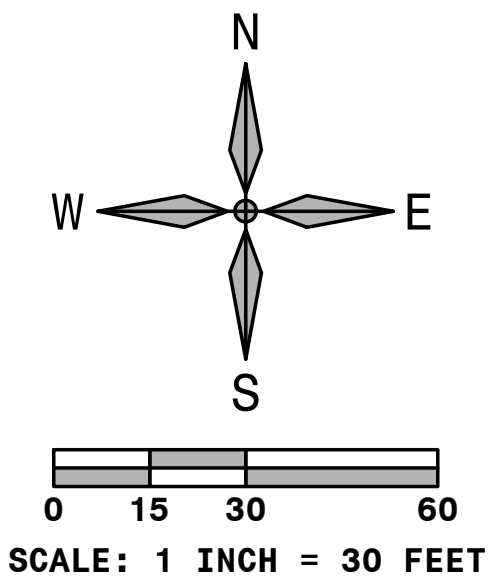
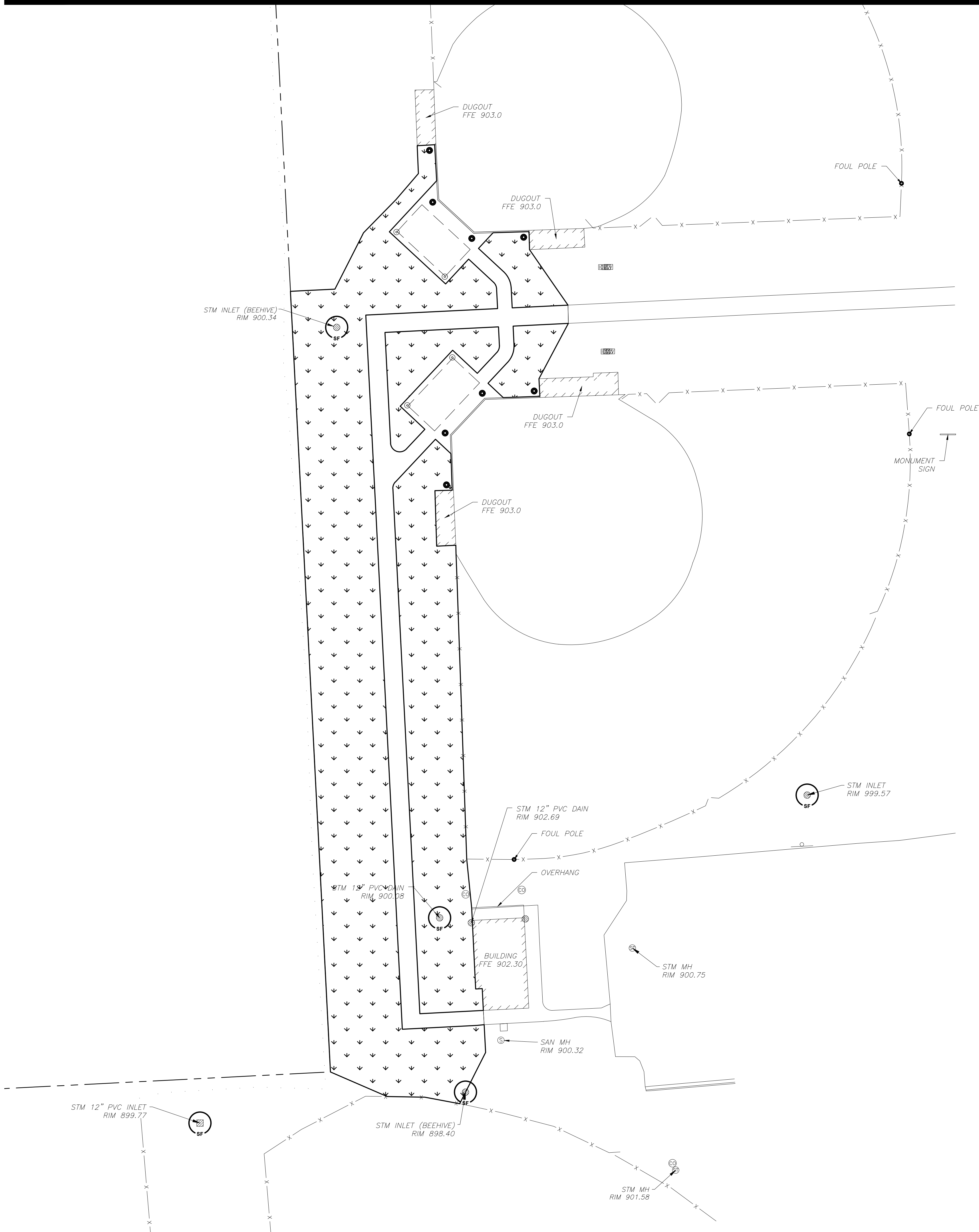
MECHANICAL * ELECTRICAL * CIVIL

701 MAIN AVENUE
FARGO, ND 58103
PHONE: 701.478.6336
FAX: 701.478.6340

WEST FARGO PARK
DISTRICT
RENDEZVOUS/ELMWOOD
PARK BASEBALL FIELD
IMPROVEMENTS
FARGO, NORTH DAKOTA

MBN JOB #: 26-112 DATE: 06-18-26

C1.0



SYMBOL LEGEND:

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⊗	EXISTING SANITARY SEWER MANHOLE
⊙	EXISTING SANITARY CLEANOUT
⊕	EXISTING STORM SEWER MANHOLE
⊗ ⊠	EXISTING STORM SEWER INLET
⊠	EXISTING IRRIGATION CONTROL VALVE
⊠	EXISTING TRAFFIC SIGN
•	EXISTING BOLLARD/POST
☀	EXISTING LIGHT POLE
---	EXISTING FENCE LINE
⊗	NEW INLET PROTECTION (1/CS.0)
⊠	NEW SEEDING/HYDRO-MULCH AREA

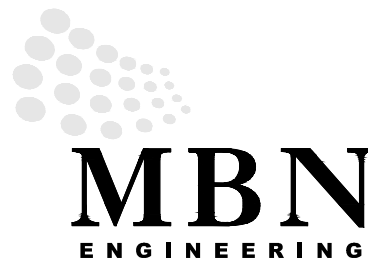
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RENDEZVOUS PARK - EROSION CONTROL PLAN



MECHANICAL * ELECTRICAL * CIVIL

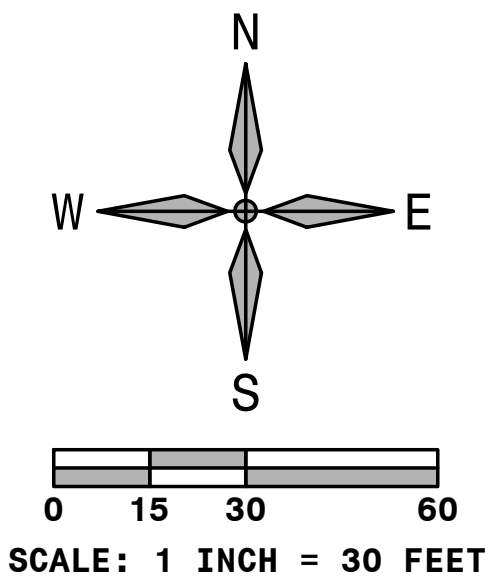
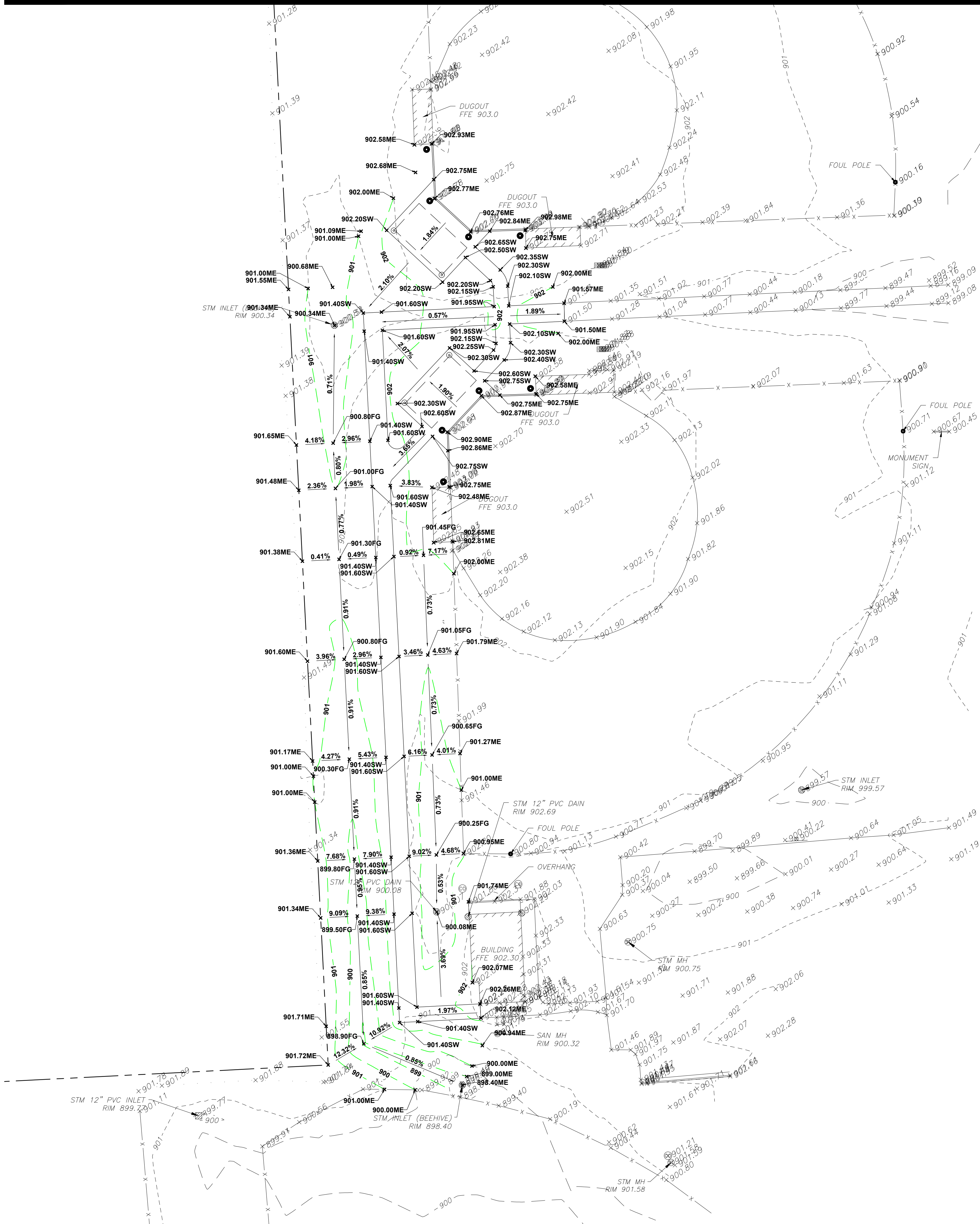
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**WEST FARGO PARK
DISTRICT
RENDEZVOUS/ELMWOOD
PARK BASEBALL FIELD
IMPROVEMENTS**

FARGO, NORTH DAKOTA

MBN JOB #: 26-112 DATE: 06-18-26

C2.0



SYMBOL LEGEND:

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⊗	EXISTING SANITARY SEWER MANHOLE
⊕	EXISTING SANITARY CLEANOUT
⊙	EXISTING STORM SEWER MANHOLE
⊗	EXISTING STORM SEWER INLET
⊕	EXISTING IRRIGATION CONTROL VALVE
⊙	EXISTING TRAFFIC SIGN
•	EXISTING BOLLARD/POST
☀	EXISTING LIGHT POLE
---	EXISTING FENCE LINE
---	EXISTING SPOT ELEVATION
---	EXISTING CONTOUR
901.00FG	NEW FINISHED GRADE ELEVATION
901.40SW	NEW SIDEWALK ELEVATION
901.27ME	MATCH EXISTING ELEVATION
1.0%	NEW SLOPE & DIRECTION OF FLOW
---	NEW CONTOUR LINE

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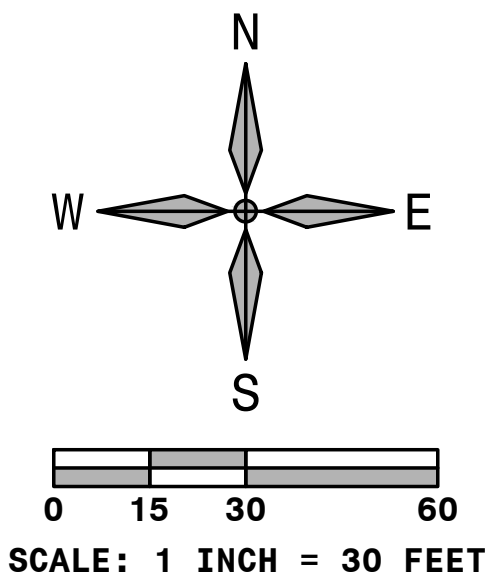
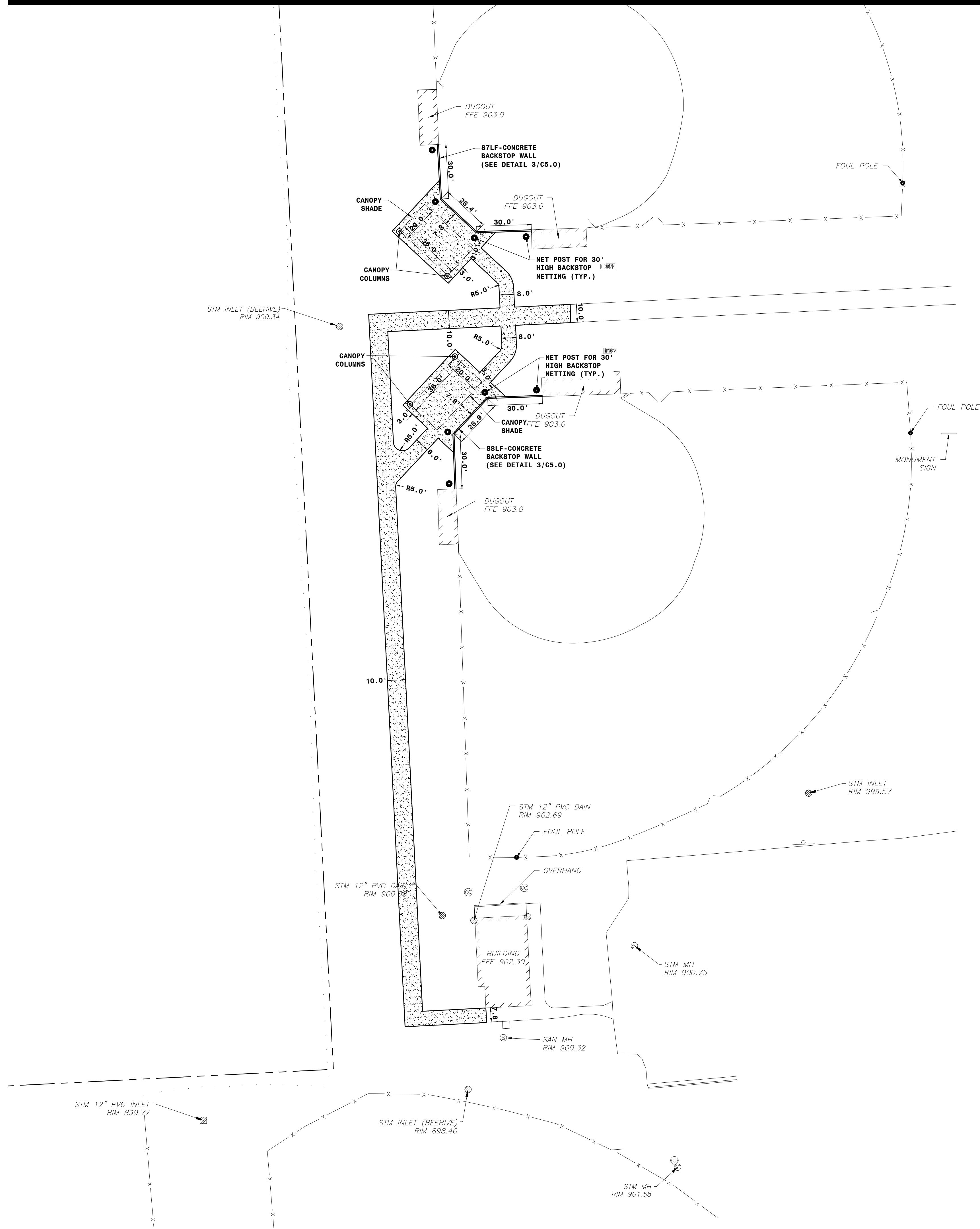
RENDEZVOUS PARK - GRADING PLAN

**WEST FARGO PARK
DISTRICT
RENDEZVOUS/ELMWOOD
PARK BASEBALL FIELD
IMPROVEMENTS**

FARGO, NORTH DAKOTA

MBN JOB #: 26-112 DATE: 06-18-26

C3.0



SYMBOL LEGEND:

- EXISTING PROPERTY LINE
- ⊗ EXISTING SANITARY SEWER MANHOLE
- ⊗ EXISTING SANITARY CLEANOUT
- ⊗ EXISTING STORM SEWER MANHOLE
- ⊗ EXISTING STORM SEWER INLET
- ⊗ EXISTING IRRIGATION CONTROL VALVE
- ⊗ EXISTING TRAFFIC SIGN
- ⊗ EXISTING BOLLARD/POST
- ⊗ EXISTING LIGHT POLE
- ⊗ EXISTING FENCE LINE
- ⊗ NEW 4" REINFORCED CONCRETE SIDEWALK (4/C5.0)

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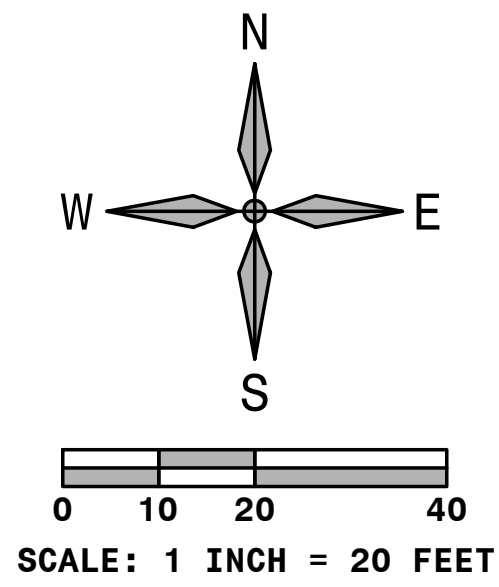
RENDEZVOUS PARK - PAVING PLAN

**WEST FARGO PARK
DISTRICT
RENDEZVOUS/ELMWOOD
PARK BASEBALL FIELD
IMPROVEMENTS**

FARGO, NORTH DAKOTA

MBN JOB #: 26-112 DATE: 06-18-26

C4.0

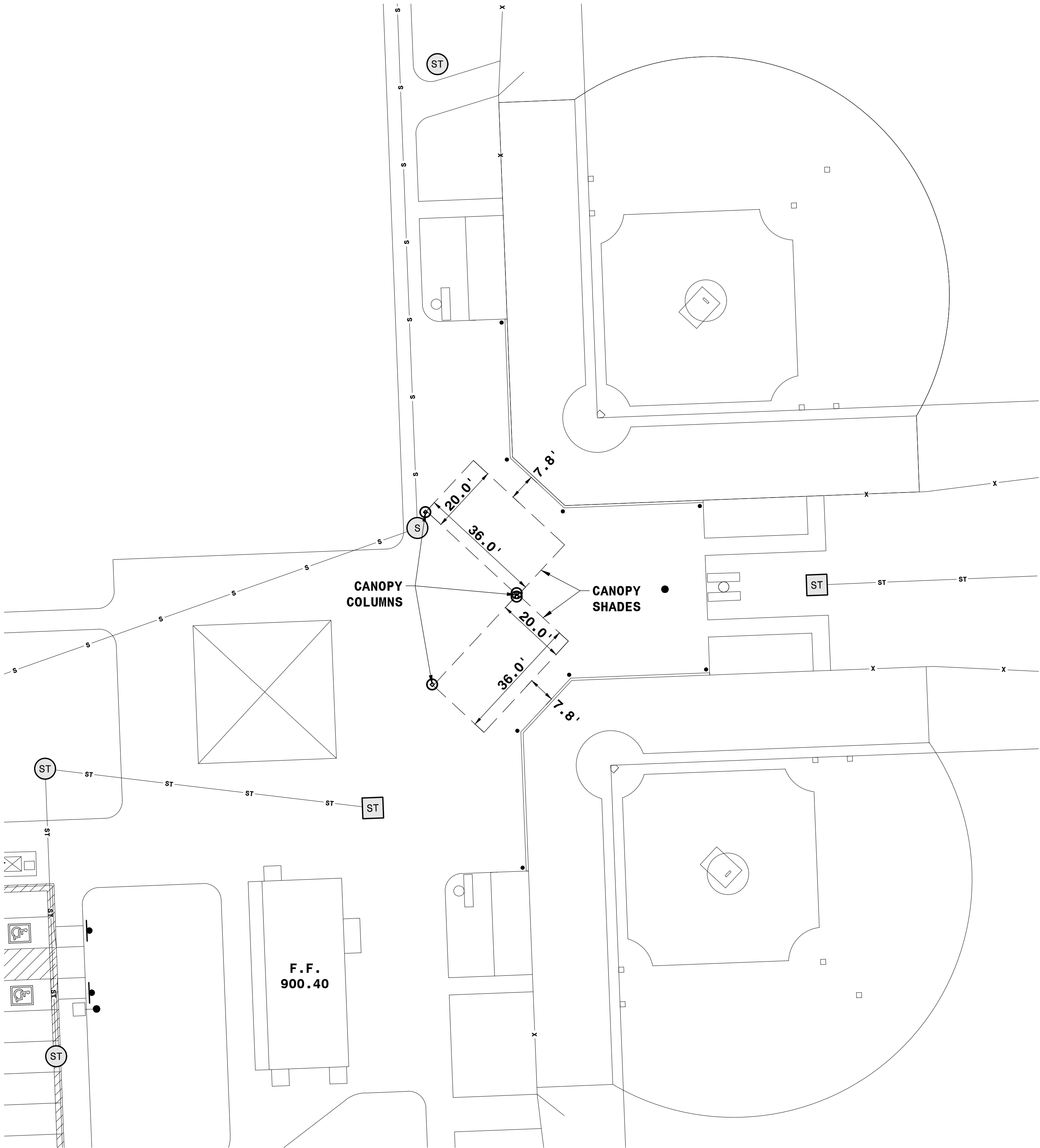


SYMBOL LEGEND:

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- ⊙ EXISTING STORM MANHOLE
- ⊙ EXISTING STORM INLET
- ⊙ EXISTING SIGN
- ⊙ EXISTING LIGHT POLE
- X --- EXISTING FENCE LINE
- S --- EXISTING SANITARY SEWER LINE
- ST --- EXISTING STORM SEWER LINE

PLAN NOTES:

1. ALL WORK WITHIN THE CITY OF WEST FARGO RIGHT-OF-WAY SHALL COMPLY WITH THE MOST RECENT CITY OF WEST FARGO STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
2. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. NORTH DAKOTA ONE CALL PHONE NUMBER: 1-800-795-0555.
3. CONTRACTOR SHALL PROTECT ALL PROPERTY PINS. PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTORS EXPENSE.
4. IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL MAINTAIN TEMPORARY EROSION CONTROL UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
6. CONTRACTOR SHALL ACQUIRE AN EROSION SEDIMENT CONTROL (ESC) PERMIT FROM THE CITY OF WEST FARGO PRIOR TO START OF CONSTRUCTION.
7. ALL PAVEMENT MARKED FOR DEMOLITION SHALL BE FULL DEPTH SAW CUT PRIOR TO REMOVAL.
8. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED (6" DEPTH), GRADED, SEEDED, AND HYDRO-MULCHED.



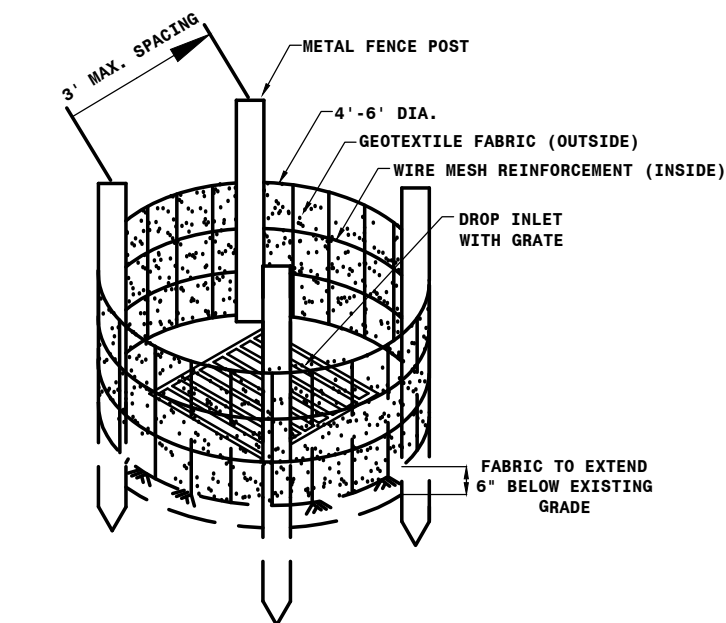
ELMWOOD PARK - SITE PLAN

WEST FARGO PARK
DISTRICT
RENDEZVOUS/ELMWOOD
PARK BASEBALL FIELD
IMPROVEMENTS

FARGO, NORTH DAKOTA

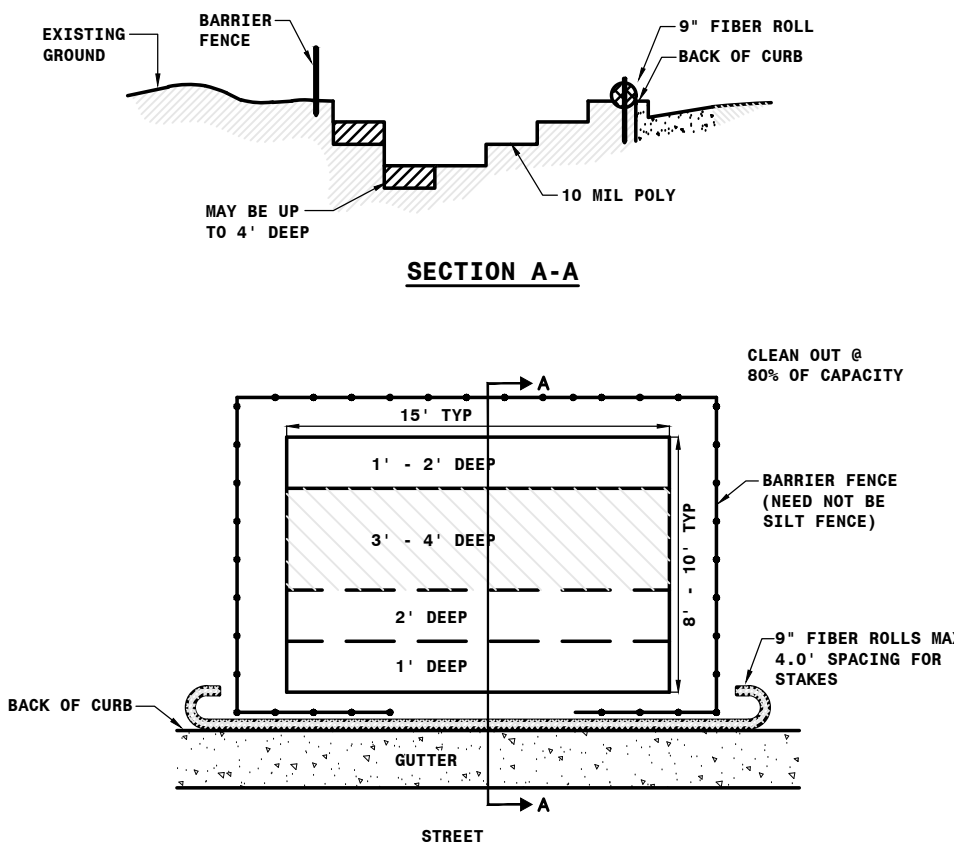
MBN JOB #: 26-112 DATE: 06-18-26

C4.0

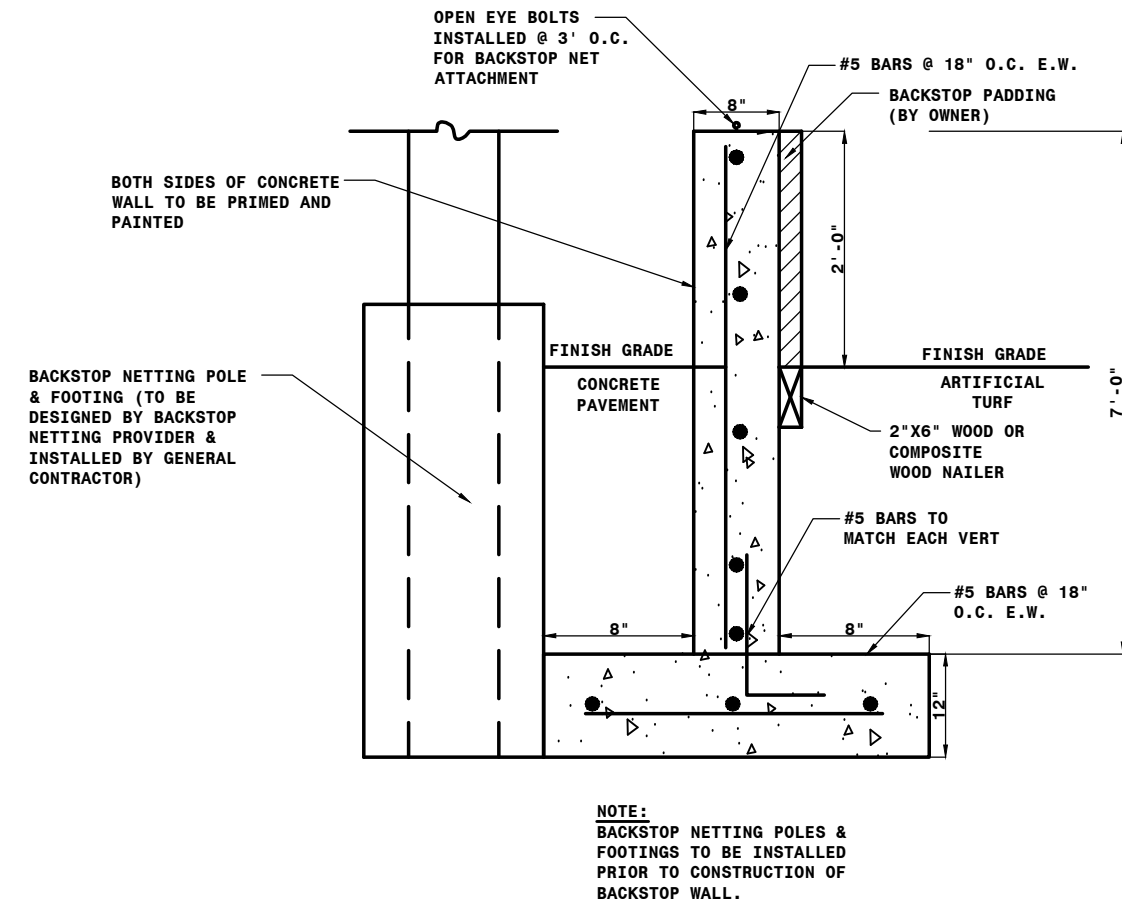


- NOTES:
1. INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.
 2. MANUFACTURED ALTERNATIVES MAY BE SUBSTITUTED, SUBJECT TO THE ENGINEER'S APPROVAL.
 3. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
 4. FABRIC SHALL BE INSTALLED IN ONE CONTINUOUS PIECE WRAPPED AROUND POSTS, OVERLAPPED ACROSS THE LAST GAP, ITS ENDS SECURELY FASTENED TO SEPARATE POSTS.

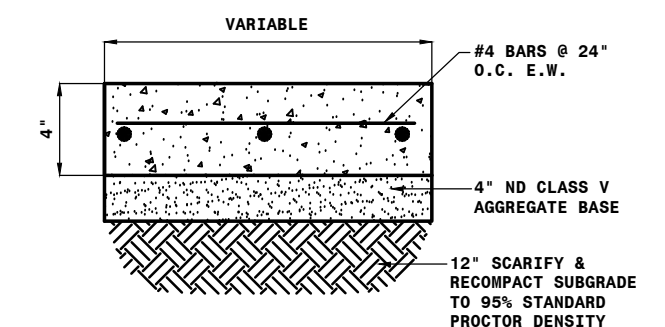
1 INLET PROTECTION DETAIL (GRASS)
C5.0 NOT-TO-SCALE



2 CONCRETE WASHOUT DETAIL
C5.0 NOT-TO-SCALE



3 CONCRETE BACKSTOP WALL DETAIL
C5.0 NOT-TO-SCALE



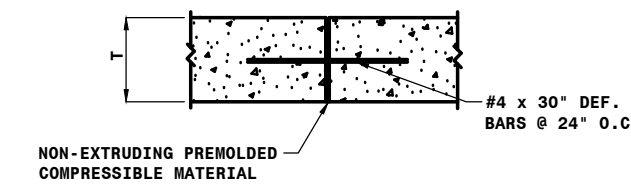
4 4" REINFORCED CONCRETE SIDEWALK DETAIL
C5.0 NOT-TO-SCALE



5 TYPE 'C' TIED CONSTRUCTION JOINT DETAIL
C5.0 NOT-TO-SCALE



6 TYPE 'H' CONSTRUCTION JOINT DETAIL
C5.0 NOT-TO-SCALE



7 TYPE 'I' ISOLATION JOINT DETAIL
C5.0 NOT-TO-SCALE



Date: 7/2/2026

By: Oelkers

Phase:

DD

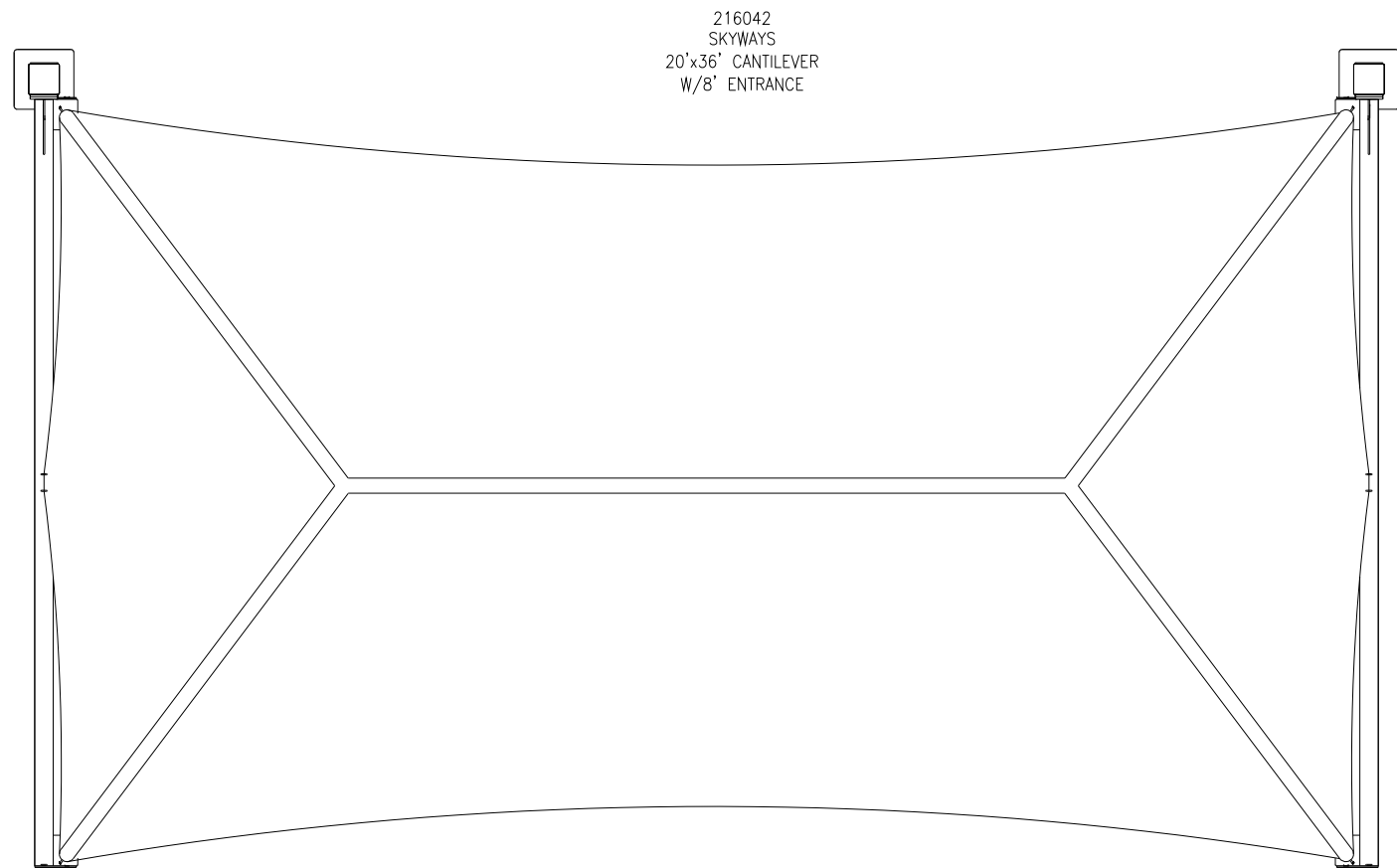
CD

X

VE

West Fargo, North Dakota

[illegible]



NOTE: PLEASE SEE QUOTATION FOR SPECIAL SKYWAYS NOTES

Freestanding Play
(2-12 years)
Max Fall Height: 0 inches



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

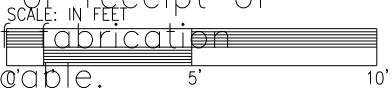
CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

DESIGNED BY:

COPYRIGHT: 1/25/19
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

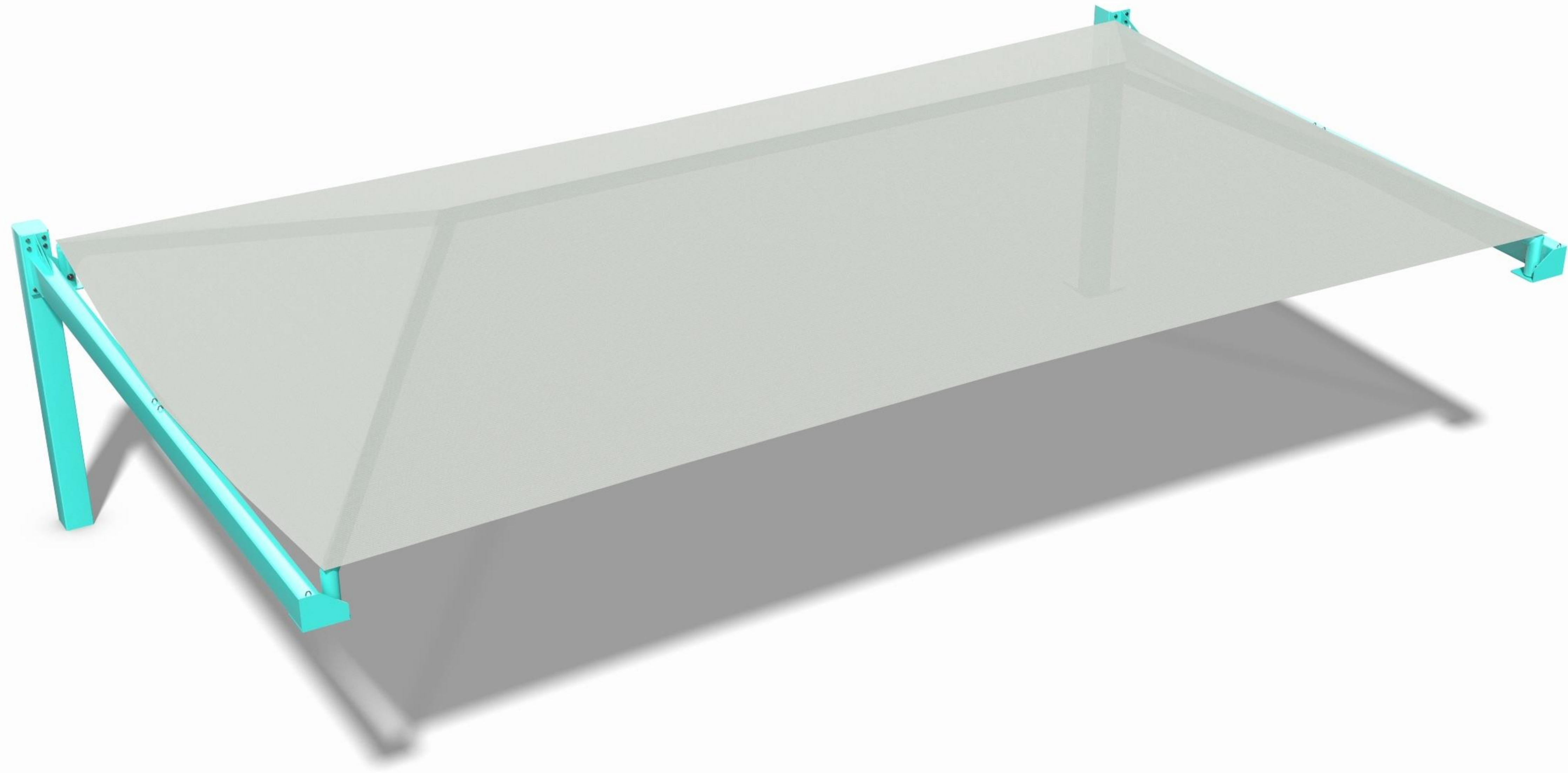
Date	Previous Drawing #	Initials

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWAYS release of fabrication
form if applicable.



		Design 4245	Landscape Structures	SYSTEM TYPE: Freestanding DRAWING #: 4245
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Veteran's Memorial Pool

Date and Time							
Date	Day	Opening Time	Session	Early Closure Time	Early Closure Reason	Temp	Attendance
May 26, 2026	Tuesday	10:00 AM	Morning			86	49
May 26, 2026	Tuesday	12:00 PM	Lap/ Adaptive			86	15
May 26, 2026	Tuesday	1:00 PM	Session 1			90	361
May 26, 2026	Tuesday	5:00 PM	Session 2			93	256
May 27, 2026	Wednesday	12:00 PM	Lap/ Adaptive			86	6
May 27, 2026	Wednesday	1:00 PM	Session 1			89	339
May 27, 2026	Wednesday	5:00 PM	Session 2			93	284
May 28, 2026	Thursday	10:00 AM	Morning			85	48
May 28, 2026	Thursday	12:00 PM	Lap/ Adaptive			85	11
May 28, 2026	Thursday	1:00 PM	Session 1			85	360
May 28, 2026	Thursday	5:00 PM	Session 2			93	201
May 29, 2026	Friday	12:00 PM	Lap/ Adaptive			86	3
May 29, 2026	Friday	1:00 PM	Session 1			87	344
May 29, 2026	Friday	5:00 PM	Session 2			79	100
May 30, 2026	Saturday	1:00 PM	Session 1			82	320
May 31, 2026	Sunday	1:00 PM	Session 1			71	38
					May	Average	Total
						86	2671
June 01, 2026	Monday	12:00 PM	Lap/ Adaptive			71	0
June 01, 2026	Monday	1:00 PM	Session 1			74	29
June 01, 2026	Monday	5:00 PM	Session 2			81	36
June 02, 2026	Tuesday	10:00 AM	Morning			82	15
June 02, 2026	Tuesday	12:00 PM	Lap/ Adaptive			82	4
June 02, 2026	Tuesday	1:00 PM	Session 1			83	145
June 02, 2026	Tuesday	5:00 PM	Session 2			86	100
June 03, 2026	Wednesday	12:00 PM	Lap/ Adaptive			76	0
June 03, 2026	Wednesday	1:00 PM	Session 1			78	29
June 03, 2026	Wednesday	5:00 PM	Session 2			78	10
June 04, 2026	Thursday	10:00 AM	Morning			77	81
June 04, 2026	Thursday	12:00 PM	Lap/ Adaptive			77	2
June 04, 2026	Thursday	1:00 PM	Session 1			80	222
June 04, 2026	Thursday	5:00 PM	Session 2			81	109
June 05, 2026	Friday	12:00 PM	Lap/ Adaptive			75	2
June 05, 2026	Friday	1:00 PM	Session 1			77	22
June 05, 2026	Friday	5:00 PM	Session 2			76	70
June 06, 2026	Saturday	1:00 PM	Session 1			88	425
June 07, 2026	Sunday	1:00 PM	Session 1			90	259
June 08, 2026	Monday	12:00 PM	Lap/ Adaptive			76	3
June 08, 2026	Monday	1:00 PM	Session 1			78	125
June 08, 2026	Monday	5:00 PM	Session 2			82	56
June 09, 2026	Tuesday	10:00 AM	Morning			81	8
June 09, 2026	Tuesday	12:00 PM	Lap/ Adaptive			86	3
June 09, 2026	Tuesday	1:00 PM	Session 1			86	106
June 09, 2026	Tuesday	5:00 PM	Session 2			88	190
June 10, 2026	Wednesday	12:00 PM	Lap/ Adaptive			79	3
June 10, 2026	Wednesday	1:00 PM	Session 1	Late open at 1:45	Lightning	67	40
June 10, 2026	Wednesday	5:00 PM	Session 2	Closed 6:15	Lightning	79	64
June 11, 2026	Thursday	10:00 AM	Morning			68	39
June 11, 2026	Thursday	12:00 PM	Lap/ Adaptive			68	0
June 11, 2026	Thursday	1:00 PM	Session 1			66	61
June 11, 2026	Thursday	5:00 PM	Session 2			67	0
June 12, 2026	Friday	12:00 PM	Lap/ Adaptive			68	9
June 12, 2026	Friday	1:00 PM	Session 1			70	95
June 12, 2026	Friday	5:00 PM	Session 2			74	24
June 13, 2026	Saturday	1:00 PM	Session 1			64	4
June 14, 2026	Sunday	1:00 PM	Session 1			73	103
June 15th, 2026	Monday	12:00 PM	Lap/ Adaptive			71	3
June 15, 2026	Monday	1:00 PM	Session 1	Closed 1:30-2:30. Closed at 3pm	Lightning	75	48

Veteran's Memorial Pool

June 15, 2026	Monday	5:00 PM	Session 2			60	1
June 16, 2026	Tuesday	10:00 AM	Morning			70	4
June 16, 2026	Tuesday	12:00 PM	Lap/ Adaptive			70	5
June 16, 2026	Tuesday	1:00 PM	Session 1			72	126
June 16, 2026	Tuesday	5:00 PM	Session 2			67	16
June 17, 2026	Wednesday	12:00 PM	Lap/ Adaptive			68	0
June 17, 2026	Wednesday	1:00 PM	Session 1	Closed 1:40-2:10. Closed 3:15-4	Lightning	69	3
June 17, 2026	Wednesday	5:00 PM	Session 2			69	2
June 18, 2026	Thursday	10:00 AM	Morning			61	0
June 18, 2026	Thursday	12:00 PM	Lap/ Adaptive			64	3
June 18, 2026	Thursday	1:00 PM	Session 1			66	92
June 18, 2026	Thursday	5:00 PM	Session 2			69	3
June 19, 2026	Friday	12:00 PM	Lap/ Adaptive			67	67
June 19, 2026	Friday	1:00 PM	Session 1	Closed	Lightning	66	
June 19, 2026	Friday	5:00 PM	Session 2			68	4
June 20, 2026	Saturday	1:00 PM	Session 1			69	55
June 21, 2026	Sunday	1:00 PM	Session 1			73	41
June 22, 2026	Monday	12:00 PM	Lap/ Adaptive			72	2
June 22, 2026	Monday	1:00 PM	Session 1			73	151
June 22, 2026	Monday	5:00 PM	Session 2			75	25
June 23, 2026	Tuesday	10:00 AM	Morning	Closed	Lightning	72	
June 23, 2026	Tuesday	12:00 PM	Lap/ Adaptive	Closed	Lightning	72	
June 23, 2026	Tuesday	1:00 PM	Session 1			72	19
June 23, 2026	Tuesday	5:00 PM	Session 2			77	19
June 24, 2026	Wednesday	12:00 PM	Lap/ Adaptive			68	0
June 24, 2026	Wednesday	1:00 PM	Session 1			69	61
June 24, 2026	Wednesday	5:00 PM	Session 2			69	10
June 25, 2026	Thursday	10:00 AM	Morning			65	27
June 25, 2026	Thursday	12:00 PM	Lap/ Adaptive			72	4
June 25, 2026	Thursday	1:00 PM	Session 1			74	65
June 25, 2026	Thursday	5:00 PM	Session 2			77	45
June 26, 2026	Friday	12:00 PM	Lap/ Adaptive			69	8
June 26, 2026	Friday	1:00 PM	Session 1			69	98
June 26, 2026	Friday	5:00 PM	Session 2			75	6
June 27, 2026	Saturday	1:00 PM	Session 1			68	28
June 28, 2026	Sunday	1:00 PM	Session 1			78	50
June 29, 2026	Monday	12:00 PM	Lap/ Adaptive			77	1
June 29, 2026	Monday	1:00 PM	Session 1			78	29
June 29, 2026	Monday	4:00 PM	Swim Team			78	12
June 29, 2026	Monday	5:00 PM	Session 2			86	21
June 30, 2026	Tuesday	10:00 AM	Morning			75	17
June 30, 2026	Tuesday	12:00 PM	Lap/ Adaptive			77	4
June 30, 2026	Tuesday	1:00 PM	Session 1			79	152
June 30, 2026	Tuesday	5:00 PM	Session 2			82	21
						June	
						Average	Total
						74	3841

SUPERVISOR REPORT

Organizational Updates

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- **Weather Closures**
 - N/A
- **Building Closures**
 - N/A
- **Team Training**
 - All Staff
 -
 - Staff Groupings
 -
 - Individual Staff
 - Jackson: FEMA Trainings IS-914 (Surveillance Awareness: What can you do), IS-406, IS-100 (Introduction in the Incident Command System), IS-200 (Basic Incident Command System for Initial Response), IS-700b (An Introduction to the National Incident Management System), IS-800d (National Response Framework, An Introduction).
 - Lance: FEMA Trainings IS-100 (Introduction to Incident Command), IS-904 (Active Shooter Prevention) _IS-905 (Responding to an Active Shooter), IS-907(Active Shooter: What You Can Do)
 - Donovan: FEMA Trainings IS-100 (Introduction to Incident Command) IS-200 (Basic Incident Command System for Initial Response)

Administration Updates

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- Administrative time was dedicated to preparing and submitting award nominations for the North Dakota Recreation and Park Association (NDRPA) annual awards program. Multiple nominations were completed highlighting the outstanding work being accomplished across the District, as well as the contributions of key community partners. These submissions recognize excellence in parks, recreation, forestry, programming, facilities, and collaborative partnerships that enhance services and opportunities for residents throughout the community.
- The Executive Director attended the Cass County, Fargo, and West Fargo Integrated Preparedness Planning Workshop (IPPW), a regional emergency management planning session required by FEMA and the North Dakota Department of Emergency Services to maintain eligibility for certain grant funding. The workshop brought together local government and public safety partners to review regional preparedness priorities, including active assailant incidents, cybersecurity, severe weather, and mass gatherings, while identifying opportunities to strengthen planning, training, equipment, and coordinated response efforts using FEMA's POETE framework. Participation helps ensure the District remains engaged in regional emergency preparedness and coordination efforts.
- The District continues to refine its hiring and onboarding process in partnership with the City of West Fargo Human Resources Department to improve efficiency while maintaining compliance with all federal and state requirements. At present, this process represents one of the District's largest administrative stressors. Each year, staff processes more than 325 seasonal and part-time employees, in addition to criminal background checks and Child Abuse and Neglect Index clearances for more than 200 volunteers. This includes completing federally required employment documentation, North Dakota PERS reporting, payroll onboarding, and compliance requirements, while also providing additional support to a workforce that is primarily between the ages of 16 and 20. As of 07/01/2026 the District has 294 employees within the system, which includes full and part time and does not include volunteers. This will outpace previous years substantially. The District remains committed to maintaining a thorough, compliant, and high-quality hiring process, as these safeguards are critical to serving our community safely. However, the volume of hiring has reached a point where dedicated staffing support has become a legitimate operational need rather than simply a desired enhancement. A position dedicated to human resources onboarding and administrative support would improve processing efficiency, reduce organizational risk, and provide additional capacity within the Finance Department, an area where the District has previously identified limited staffing resources during external audits. Until additional resources become financially feasible, staff will continue working with its partners to improve efficiencies, provide training, and refine processes wherever possible.
- There is a known issue with some turf damage at School District Property that affects some adjacent Park District Property. At Aurora School, near Rendezvous Park, a contractor technical problem or error while spraying resulted in swaths of dead grass in boulevards and along the parking lot in Rendezvous. The Park District is working with

the School District to assess damage and develop repair plans. Staff will be tracking resources used for restoration to determine what restitution is needed. -Mathern

Arena Updates

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- **General Updates:**
 - Stampede summer hockey camps are half done, operations have gone smoothly even with the construction in Vets 1.
 - Roof project continues to be on schedule.
 - Starting to prep the next set of nets to get restrung this off season.
 - Glass in Vets 2 has been cleaned.
 - Boards will be cleaned on July 9th.
 - Bone builders started again on June 30th.
 - Getting quotes on replacement barrel for Vets 1 compressors.
 - Ordering some new door closers for the Vets 1 lobby.
 - Vets 1 lobby is open.
 - Started using a new set of pegs for the nets, will be seeing how they are received by our renters.
 - Staff continues to paint brackets from the ceiling in Vets 1 so they blend in with the new ceiling.
- **VMA People Counter Numbers**
 - **9,464**
- **Total Hours of Ice Time Rented**
 - WFHA
 - 2026: **94**
 - 2025: 104
 - Start to Skate
 - 2026: 21
 - 2025: 21
 - Private Rentals
 - 2026: **40**
 - 2025: 39
 - Open Skate
 - 2026: 0
 - 2025: 0

Rustad Updates

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- **General Updates:**

- I want to take a moment to thank Harrison Hintze for his time as a Facility Specialist at the Rustad Recreation Center as he moves into his new role as the Events Specialist. It has been great to have him on our team, and I know he will do great in this new role.
- Working on some drywall and painting refresh projects this month around the facility.
- Finalized lighting counts with the electrical engineers for the Rustad gym lighting update. MBN will be putting out the project for bid here soon, with the estimated start time for the project to be at the end of August or in September. We are holding off until school starts to have better availability of the courts and playground to cause less of a disruption.
- Active Shooter training was completed this past week. This has been a great experience and a great opportunity for the Police Department to become more familiar with the facility.
- Three of the four Facility Specialists completed four days of cross-training with the Maintenance Department. Everything went really well, and our staff really enjoyed their time.
- Additional TV's for the Harvest Room will be installed on Thursday, 7/9.

- **People Counter Numbers**

- Gym
 - 2026: 8,476
 - 2025: 6,031
- Playground
 - 2026: 5,336
 - 2025: 6,725
- Turf
 - 2026: 13,032
 - 2025: 11,737
- Track
 - 2026: 5,054
 - 2025: 5,864
- Main Entry Total
 - 2026: 21,800
 - 2025: 20,676

- **Early Morning (6:00 am –7:30 am) Rustad Users**

- Track Users
 - 118
- Gym Users
 - 34

- **Rustad Paid Entries**

- Pickleball

- 2026: 284
 - 2025: 360
- Open Gym
 - 2026: 61
 - 2025: 73
- Open Turf
 - 2026: 110
 - 2025: 128
- Playground
 - 2026: 931
 - 2025: 1,507

Pool

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- **General Updates:**
 - Special in-service trainings:
 - On June 10th we had the West Fargo firefighters come to our in-service training. We went over scenarios where we needed to call 911 and practice how every step of the way would go including what our jobs our before they arrived, when they arrive, and after they took over.
 - On June 24th we had someone from the North Dakota autism center come and talk to our lifeguards. With us having an adaptive time and people with certain disabilities coming to our pool, I wanted our lifeguards to know how to handle different situations.
 - I am very grateful for being in a community that is always willing to come train with us so we can make the pool experience the best one for patrons.
- **Opening Day:**
 - 2026 Season: May 26th
 - 2025 Season: May 27th
- **Last Day:**
 - 2026 Season: Tentatively August 16th (pending staffing availability)
 - 2025 Season: August 14th
- **Total Open Days (Current Season to Date): 5/26-6/30**
 - 2026 Season: 36
 - 2025 Season: 76
- **Availability**
 - Days Open
 - 2026: 36
 - 2025: 76
 - Staffed Hours
 - 2026: 1,289 (June) 1,542 (May and June)
 - 2025: 1,311.25 (June)
 - Closures
 - Sessions
 - 2026: 3
 - 2025: 8
 - Full Day
 - 2026: 0
 - 2025: 3
- **Weather:**
 - Weather Warnings:
 - Number of warnings that did NOT lead to a closure:
 - Severe Weather Watch (Severe Weather Warnings are automatic Closures): 3 tornado watch
 - Air Quality: 0

- Heat Advisory: 0
- Rain Checks:
 - This Reporting Period:
 - 2026: 28 (June)
 - 2025: 33
 - Season Total to Date
 - 2026: 42
 - 2025: 33
- *Insert Weather Graphic (Time, Weather, Feels Like, Attendance)*
- **Patrons**
 - This Reporting Period:
 - 2026: 3,841 (June)
 - 2025: 4,511 (June)
 - Season Total to Date
 - 2026: 6,512
 - 2025: 5,246

Concession Updates

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- **General Updates**

- We met with US Foods to inquire about switching to them for our food service. After some discussion and looking at the savings, we decided we will be making the change once the Pool and baseball season concludes. This will help cut down on cost of supplies as well as staff time it takes to pick up supplies.
- Thank you to WF baseball for sending out our menu to all the teams. I believe this is a part of why our numbers continue to grow! Also, thank you to the maintenance team for their continued work on improving the south elmwood building.
- The weather has been very inconsistent for June so the numbers at the pool have been decreasing since the first week. Hoping for good weather in July!

- **VMA**

- Days open
 - 2026: 0
 - 2025: 0
- Staffed hours
 - 2026: 0
 - 2025: 0
- Gross Revenue
 - 2026: 0
 - 2025: 0

- **Rustad**

- Days open
 - 2026: 0
 - 2025: 0
- Staffed hours
 - 2026: 0
 - 2025: 0
- Gross Revenue
 - 2026: 0
 - 2025: 0

- **N. Elmwood**

- Days open
 - 2026: 18
 - 2025: 15
- Staffed hours
 - 2026: 178.5
 - 2025: 144
- Gross Revenue
 - 2026: 11,886.75
 - 2025: 8,727.50

- **S. Elmwood**

- Days open

- 2026: 18
 - 2025: 15
 - Staffed hours
 - 2026: 81
 - 2025: 60
 - Gross Revenue
 - 2026: \$5,292.25
 - 2025: \$2,907.25
- **Young Field:**
 - Days open
 - 2026: 21
 - 2025:
 - Staffed hours
 - 2026: 217.25
 - 2025:
 - Gross Revenue
 - 2026: \$13,892
 - 2025:
- **Pool:**
 - Days open
 - 2026: 30
 - 2025: 27
 - Staffed hours
 - 2026: 222.75
 - 2025: 311.75
 - Gross Revenue
 - 2026: \$6,734.50
 - 2025: \$8,932.50

Park Maintenance Updates

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- **Athletic Field Specialist**

- Field Rentals:

- 2026 Tri City United Soccer Tournament

- Total Cost \$1,732.85
 - Equipment \$254.00
 - Material Cost \$571.28
 - Labor Cost \$907.57

- 2026 West Fargo Softball Tournament

- Total Cost \$1,072.38
 - Equipment \$313.76
 - Material Cost \$60.00
 - Labor Cost \$698.62

- 2026 9U Turf Classic

- Total Cost \$46.91
 - Equipment \$4.08
 - Material Cost \$0
 - Labor Cost \$42.83

- Soccer Field Rental

- Total Cost \$139.03
 - Equipment \$16.10
 - Material Cost \$90.00
 - Labor Cost \$32.93

- Projects:

- Ongoing baseball anchors.

- Additional Notes:

- Edged Exchange Infield
 - Working on changing all baseball field base anchors to the new style. They will now be like Young, Exchange, and North Elmwood 1-2. This will take a few months to do when we have time. (You cannot buy old-style bases anymore.)

- **Fleet Maintenance Specialist**

- Repairs:

- Unit 100 – Add Trailer wiring & Repair Lights

- Total Cost \$168.22
 - Material Cost \$39.20
 - Labor Cost \$129.02

- Unit 118 – Back Door Latch

- Total Cost \$55.29
 - Material Cost \$0.00
 - Labor Cost \$55.29

- Unit 118 – Right Front Shock

- Total Cost \$336.88
 - Material Cost \$171.00
 - Labor Cost \$165.88
- Unit 130 – Rear Brake Noise
 - Total Cost \$352.93
 - Material Cost \$223.91
 - Labor Cost \$129.02
- Unit 209 – Repair deck//Mower (backup)
 - Total Cost \$2550.31
 - Material Cost \$1075.83
 - Labor Cost \$1474.48
- Unit 211 – Right Wing Deck Repair
 - Total Cost \$164.02
 - Material Cost \$90.30
 - Labor Cost \$73.72
- Unit 219 – 2 Front Tires
 - Total Cost \$879.22
 - Material Cost \$805.50
 - Labor Cost \$73.72
- Unit 230 – No Start
 - Total Cost \$147.45
 - Material Cost \$0.00
 - Labor Cost \$147.45
- Unit 242 – 50 Hour Oil Change
 - Total Cost \$100.79
 - Material Cost \$63.93
 - Labor Cost \$36.86
- Enhancements:
 - Unit 404 – Add Trailer Lock
 - Total Cost \$96.95
 - Material Cost \$41.66
 - Labor Cost \$55.29
 - Unit 405 – Add Trailer Lock
 - Total Cost \$96.95
 - Material Cost \$41.66
 - Labor Cost \$55.29
- Additional Notes:
 - Performed a lot of minor repairs that are not cost tracked. Repaired a few tire leaks and trained in other full-time employees on tire repairs in hopes to have this done in the field to eliminate down time.
 - Brought over all Generac Water pumps, and repaired them all, cleaned carbs/tanks, and got them all operating. Now we have many spares as they were scattered around the shops, and many were inoperable.
 - Welded a few signs up for Dave's Trees.

- On slower days, have gone out with the crews and “cross trained”
 - We have been working on getting a tire machine, and as per Micah, looked into possible solutions for a lift to handle the Zamboni.
- **Forestry Specialist**
 - Emerald Ash Bore Update:
 - Trees Treated 48
 - Trees Removed 15
 - Location(s) South Elmwood Shelterbelt
 - Projects:
 - June South Elmwood Shelter belt clean up
 - Total Cost \$ 12,478.46
 - Equipment \$ 5122.76
 - Material Cost \$ 1922.60
 - Labor Cost \$ 5433.10
 - Trees Planted and Removed:
 - Memorial Trees: 2
 - Karen Belisle tree planted in South Elmwood, Brock Agather tree planted in Rendezvous
 - Park Trees:
 - 31 (20 Pinewood park, 2 Charleswood, 1 Rendezvous, 1 South Elmwood, 7 Cloverleaf)
 - Removals: 16
 - Location: Reitan retention 2
 - Reason for Removal: dead
 - Location: Rustad 1
 - Reason for Removal: storm damage
 - Location: South Elmwood 12
 - Reason for Removal: dead
 - Location: South Elmwood 1
 - Reason for Removal: storm damage
 - Additional Notes:
 - Continuing with South Elmwood tree belt clean up: Marking and removing dead ash trees, hauling out mulch, pruning up branches, soil conditioning and hauling out tree branches.
 - EAB tree treatments ongoing focusing on South Elmwood shelterbelt
 - Working on re foresting North Elmwood Park near the staging area north of shelter, round a-bout entryway complete, northwest corner cleaned up and awaiting locates for tree planting and snow fence removed and clean up on going.(Locates have been typically been 4 weeks wait)
 - Mulch bed repair on going with plants and mulch added, refurbished Maplewood monument garden area with perennials
 - Boy Scout Troop 279 volunteered on Monday June 15 to rake mulch out of tree line in South Elmwood shelterbelt.
 - JT landscaping warranty replacement trees complete; 12 trees swapped out.

- Grant Inspections complete for America the Beautiful grant (Pinewood project) and EAB Mitigation grant (South Elmwood Shelterbelt) and high marks were received, grant reimbursing paperwork sent into North Dakota Forest Service.
- **General Maintenance**
 - Fertilizer Applied:
 - Cost of Fertilizer application
 - \$12,503.21
 - Herbicide Application:
 - Product Used
 - Millennium Ultra 2
 - 6 Acres
 - Total Cost of Herbicide
 - \$225.07
 - Playground Update:
 - Playground Inspections
 - 18 Low Frequency
 - Repairs
 - Brooks Harbor Merry Go Round repair
 - Total Cost \$109.20
 - Equipment \$8.34
 - Material Cost \$0.00
 - Labor Cost \$100.86
 - Rivers Bend Xylophone repair
 - Total Cost \$162.50
 - Equipment \$20.85
 - Material Cost \$76.10
 - Labor Cost \$65.55
 - Projects:
 - Sign pole installs
 - Total Cost \$734.41
 - Equipment \$353.56
 - Material Cost \$0.00
 - Labor Cost \$380.85
 - Install private access to electrical outlet
 - Total Cost \$401.35
 - Equipment \$41.70
 - Material Cost \$163.00
 - Labor Cost \$196.65
 - Rendezvous 5&6 irrigation repair
 - Total Cost \$313.62
 - Equipment \$16.68
 - Material Cost \$165.84
 - Labor Cost \$131.10
 - Brooks Harbor Playground Peanut butter removal
 - Total Cost \$303.19

- Equipment \$50.04
 - Material Cost \$17.50
 - Labor Cost \$235.65
- Brooks Harbor Playground Peanut butter removal 2nd time
 - Total Cost \$201.63
 - Equipment \$0.00
 - Material Cost \$17.00
 - Labor Cost \$184.63
- Painting Armour Activity Center
 - Total Cost \$978.68
 - Equipment \$41.70
 - Material Cost \$687.23
 - Labor Cost \$249.75
- Scheduled Staff Hours:
 - Scheduled Seasonal Staff Hours
 - 2,708 hours
 - 11 Total Hours of Overtime
 - Athletic Fields 6.25 hours
 - Forestry 4.25 hours
 - Fleet Maintenance 0.5 hour
- Water Usage:
 - Total Water Usage Across Park Maintenance
 - 1,731,709 gallons
 - Irrigation at Athletic Fields
 - 947,857 gallons
 - Rainfall Total (According to National Weather Service)
 - 2.49"
- Additional Notes
 - Estimated grassed mowed areas
 - 1,742 acres
 - Estimated operation cost of mowed grass
 - \$78,390
 - Alexis went to Bismarck for a final round interview for a grant presentation on a Pollinator Garden

Recreation

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- Recreation
 - Weather related cancelations for June:
 - Tennis June 3rd and June 23rd
 - Youth/Adult Pickleball League June 15/16th
 - Ball Hockey June 16th 6:30/7:45 sessions
 - Baseball June 23rd
 - Canceled classes due to low registration numbers:
 - Stage West Theatre Camp: Stage Combat June 22-25
 - Programs that have seen the largest increases in participation from 2025:
 - Summer Baseball **2025** –465 **2026**- 558
 - Soccer **2025** –167 **2026**-308* added two new age groups
 - Ball Hockey inaugural year 106 participants
 - Recreation Other:
 - Working on Fall Winter Activities for 2026/27 season
 - Bone Builders' Senior program is back at the VMA lobby for classes after being displaced by roof project.
 - Metro Area Band had their summer performance June 30th at Rivers Bend Park
 - Staff is working on various FEMA trainings and Policy review.

Marketing Communication & Special Events

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- **Marketing**
 - **June Newsletter Results:**
 - Total sent/deliveries: 601
 - Total opened: 232
 - Click-through rate: 9.3% (56)
 - **Dasher Boards:** An email on Dasher Board advertising went out to existing advertisers on June 24, and 3 have locked in their commitments. We are sending out a letter with a follow-up phone call to those sponsors without a contact name or email address as well as those who haven't responded to email.
 - **Updated Park Photos:** Micah, Kenzie and Karissa took updated photos of our parks that can be used on our website and in other marketing materials. Most of the photos focus on updates or new features at our parks.
- **Special Events**
 - **Horace Party in the Park, June 16:** Despite the rain, about 180 people come out to the event.
 - **Bark in the Park, June 9:** Despite the high heat and wind, we had a great turnout at the Bark in the Park event at River's Bend. Approx 175 humans and 70-ish dogs attended with 12 vendor booths.
 - **Rec on the Go – Boots n Bandanas – June 23:** The weather was great, and the inflatables, barrell cars, petting zoo, bandanas, tattoos and outdoor games were all a big hit. Estimated attendance of 500.
 - **Upcoming Events**
 - **Rec on the Go – Pool Party and Activities at Tintes Park – July 21**
 - **Horace Foam Party – July 28**
 - **Senior Picnic – July 30**
 - **Play FORE the Parks Golf Event – Sept 18:** We are up to 19 committed teams.

Public Feedback

*****All data given will reflect the full previous month. For example, if this is presented at the February Board meeting, it will reflect January 1-31.***

- **Compliments**

- VMA has had a lot of positive feedback on the new dehumidification in Vets 2. Glass has been clear all summer, and there have been no drips on the ice.

- **Complaints**

- **Complaint:** A resident called with concern about Foxtail that was mowed down in the Heritage Square area. They indicated that the cut heads are dangerous to dogs and advised that a 5% vinegar solution
 - **Resolution:** Staff will keep the area mowed to keep foxtail cut and reduce plant head growth. We missed mowing it last week, so it had gotten a bit out of hand. (Mathern)
- **Complaint:** A user of Elmwood Park called to say there was loud music with explicit language coming from Young Field on an afternoon.
 - **Resolution:** Josh did not get other confirmation of the location or time of the issue, so he sent a general request to West Fargo Baseball to ask if they could pass along to their users that the park would appreciate some help with this concern. WF Baseball indicated they would share that with their users. (Mathern)
- **Complaint:** A resident near Dakota Park indicated that people were riding e-bikes and motor bikes around in the grass and playground at Dakota Park. We spoke about the concern and Josh indicated that the Park District encourages people to call the police non-emergency number if they see concerning behavior in the park.
 - **Resolution:** Reached out to WF Police and asked them to keep an eye out for this behavior in the park. Staff indicates that they have not seen damage from this activity. (Mathern)
- **Complaint:** Two residents attended the Park Board meeting to express concerns regarding recurring activity at Armour Park. Concerns included large gatherings of minors, alcohol consumption, marijuana use, vehicle burnouts, excessive noise, littering, and other disruptive behavior. Residents indicated these incidents have occurred on multiple occasions and that they have contacted law enforcement when activity was occurring. One significant gathering was reported on May 29, with concerns raised regarding litter and property impacts following the event.
 - **Resolution:** Staff followed up with the West Fargo Police Department to discuss the reported concerns, explore opportunities for enhanced communication regarding calls for service, and discuss potential proactive enforcement measures. Staff also provided a written response to the resident, outlining existing Park District procedures, including notification to law enforcement when shelter gatherings exceed 50 individuals and the District's Do Not Rent policy for individuals associated with verified disturbances or law enforcement contacts. Residents were encouraged to continue reporting incidents to dispatch, particularly after park closing

hours (10:00 p.m.) or when parking violations occur, as those concerns can be addressed most effectively through law enforcement response. Staff thanked the residents for bringing the matter forward and invited additional suggestions to help improve neighborhood relations and park operations.

- **Complaint:** Pile of dirt and a hole that wasn't marked for a bench install at Northridge lake.
 - **Resolution:** Staff marked holes by placing new bench in holes.
- **Complaint:** Meadowridge Lights are not coming on and one tree is covering the light.
 - **Resolution:** Staff continue to look into the lights not working, undetermined issues at this time. It will continue to be worked on until it is resolved.
- **Complaint:** Light pole cover near south entrance of Rendezvous came loose and rattles in the wind.
 - **Resolution:** Staff reattached the cover.
- **Complaint:** Thistle under bleachers in Rendezvous fields 5 and 6.
 - **Resolution:** Staff trimmed them down, will continue to monitor throughout the season.
- **Complaint:** Tintes Tennis courts lights not working, weeds are growing out of the cracks, and the nets are looking "raggedy."
 - **Resolution:** Staff fixed wiring issue on lights, and removed weeds from cracks, staff created a project to fill crack to prevent future weed growth, nets inspected and no structure or usage issues, staff will continue to monitor the nets.
- **Complaint:** North Elmwood property line is over grown and has tall grass and tree saplings growing.
 - **Resolution:** Staff mowed everything down, staff highlighted area in mow maps for staff, to ensure it is mowed on schedule with the whole park.
- **Complaint:** Park neighbors fence was hit by mower and damaged fence.
 - **Resolution:** Staff replaced 3 wooden boards on fence and further instructed all staff on more safe operation near property owners fences.

Prepared By: West Fargo Park District Supervisory Staff