



**Horace Park Board Meeting**  
**Monday, February 23, 2026 – 5:30 P.M.**  
**Horace Meeting House – 7951 Jack’s Way #116**

**Meeting Items**

1. **Call to Order**
2. **Approve Order of Agenda**
3. **Approve Minutes – January 26, 2026** (2 – 5)

**Consent Agenda**

1. **Bills – \$251,852.44** (6 – 11)
2. **Financial Report** (12 – 18)

**Regular Agenda**

1. **Recognition of Audience / Public Comment**
2. **River’s Edge Permanent Sanitary Sewer Easement – Levi Hanson** (19 – 23)
3. **Ballfield Rental Rates – Justin Germundson** (24)
4. **Horace High School Field Requests – Aaron La Deaux** (25)
5. **Social Media Management Proposal – Paul Hankel** (26 – 30)
6. **Activities Survey – Paul Hankel** (31 – 36)
7. **Independence Park Bid Review – Eric Larson** (37)
8. **Recreational Programming Services Agreement – Justin Germundson** (38 – 50)
9. **Engineering Report – Dahlman**
10. **Board Member Reports**
11. **Non-Agenda**
12. **Adjourn**



The Horace Park Board met at 5:30 p.m. on Monday, January 26, 2026 at the Horace Meeting House. President Frank called the meeting to order. Present were Jason Olsen, Paige Shockman, Alex Kjelland, and Wade Frank. Not present was Shannon Kist.

### **Meeting Items**

**Motion:** Approve the Order of the Agenda with the addition of Independence Park Update.

**1<sup>st</sup> Motion:** Commissioner Olsen

**2<sup>nd</sup> Motion:** Commissioner Shockman

**Action Taken:** Motion carried. No opposition.

**Motion:** Approve December 22, 2025 Minutes.

**1<sup>st</sup> Motion:** Commissioner Shockman

**2<sup>nd</sup> Motion:** Commissioner Kjelland

**Action Taken:** Motion carried. No opposition.

### **Consent Agenda**

**Motion:** Approve Bills (\$23,623.02), Financial Report, and Designated Depositories.

**1<sup>st</sup> Motion:** Commissioner Olsen

**2<sup>nd</sup> Motion:** Commissioner Shockman

**Action Taken:** Motion carried. No opposition.

### **Recognition of Audience / Public Comment**

No public comment.

### **Horace Baseball Club Field Request**

Derek Werner requested use of Lions Park for 2026 (April – July) for the newly created Horace Baseball Club. Mr. Werner said Horace Baseball will cater to Horace residents and will not impede with current user West Fargo Area Youth Fast Pitch for field space. Resident Nicole Farley spoke in support of Horace Baseball.

**Motion:** Approve Horace Baseball Club field request for use of Lions Park in 2026.

**1<sup>st</sup> Motion:** Commissioner Shockman

**2<sup>nd</sup> Motion:** Commissioner Kjelland

**Action Taken:** Motion carried. No opposition.



### **West Fargo Baseball Field Request**

Todd Rheault requested use of Lions Park for 2026 (April – July). West Fargo Baseball has been a long-term renter.

**Motion:** Deny West Fargo Baseball field request for use of Lions Park in 2026.

**1<sup>st</sup> Motion:** Commissioner Kjelland

**2<sup>nd</sup> Motion:** Commissioner Olsen

**Action Taken:** Motion carried. No opposition.

### **West Fargo Area Youth Fast Pitch Field Request**

Jeremy Peschel requested Freed Park and Meadowlark Park for 2026 (April – October).

**Motion:** Approve West Fargo Area Youth Fast Pitch field request for use of Freed Park and Meadowlark Park in 2026.

**1<sup>st</sup> Motion:** Commissioner Shockman

**2<sup>nd</sup> Motion:** Commissioner Kjelland

**Action Taken:** Motion carried. No opposition.

### **Sparks Addition**

Jack Dwyer was not present.

### **Resolution for Issuance of \$3,795,000 General Obligation Special Assessment Prepayment Bonds Series 2026**

Clerk Germundson said the bond sale received 6 bids. The low bid was Raymond James. Total savings of \$1.8M.

**Motion:** Approve Resolution for Issuance of \$3.77M General Obligation Special Assessment Prepayment Bonds

**1<sup>st</sup> Motion:** Commissioner Olsen

**2<sup>nd</sup> Motion:** Commissioner Shockman

**Action Taken:** Motion carried. No opposition.

### **2025 Budget Review**

Clerk Germundson presented an income statement review and budget amendment review. General Fund Reserves were \$354,696 while General Fund Expenditures were \$308,556. Clerk Germundson transferred the surplus into the Capital Improvements Fund.

**Motion:** Approve 2025 Budget Amendments

**1<sup>st</sup> Motion:** Commissioner Olsen

**2<sup>nd</sup> Motion:** Commissioner Shockman

**Action Taken:** Motion carried. No opposition.

### **Easter Egg Hunt**

Commissioner Shockman will buy the Easter Eggs this year.



### **Applied Digital Grant**

Commissioner Shockman will pursue a \$5,000 grant from Applied Digital.

### **Fargo Moorhead Diversion Warren 2<sup>nd</sup> Division Park Dedication Waiver**

President Frank discussed the FM Area Diversion Project park dedication waiver. The plat does not impact the park. Similar waivers were granted in December 2024.

**Motion:** Approve the Park Dedication Waiver for Warren 2<sup>nd</sup> Division

**1<sup>st</sup> Motion:** Commissioner Shockman

**2<sup>nd</sup> Motion:** Commissioner Olsen

**Action Taken:** Motion carried. No opposition.

### **Cub Creek Park Probable Cost Update**

Amy Kronbeck (Interstate Engineering) shared a probable cost. President Frank requested a refined estimate.

### **Capital & Cyclical Improvement Plan Review**

Dave Wiosna (Interstate Engineering) reviewed the Capital and Cyclical Improvement Plan.

**Motion:** Adopt the Capital & Cyclical Improvement Plan

**1<sup>st</sup> Motion:** Commissioner Shockman

**2<sup>nd</sup> Motion:** Commissioner Kjelland

**Action Taken:** Motion carried. No opposition.

### **Independence Park Update**

Eric Larson (Interstate Engineering) said the bid opening is on February 19, with park board review on February 23.

**Motion:** Approve Engineer's Report, Plans and Specifications, and Direct Clerk to Advertise for Bids

**1<sup>st</sup> Motion:** Commissioner Shockman

**2<sup>nd</sup> Motion:** Commissioner Olsen

**Action Taken:** Motion carried. No opposition.

### **Engineering Report**

Park Engineer Dahlman discussed four ballfield options and estimates for Southdale Farms.

### **Board Member Reports**

Commissioner Olsen discussed the ongoing issue with the Meadowlark Park warming house furnace.

### **Non-Agenda Items**

Nothing to report.



**Meeting adjourned 7:05 p.m.**

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President Wade Frank

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Clerk Justin Germundson

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
753		1 Cass County Electric	1,515.69						
	83279	02/05/26 freed	1,019.00			4030 451200	351		101000
	160739	02/05/26 independence	23.15			4030 451200	351		101000
	1085070	02/05/26 lions	30.00			4030 451200	351		101000
	1172715	02/05/26 meadowlark	443.54			4030 451200	351		101000
		<b>Total for Vendor:</b>	<b>1,515.69</b>						
755		6 Cass County Government	247,026.50						
	15-0110-00080-000	int	340.74*			4050 470000	630		101000
	15-0110-00080-000	prn	317.45*			4050 470000	630		101000
	15-0110-00080-000	int	18.51*			4050 470000	630		101000
	15-0110-00080-000	d	34.35*			4050 470000	630		101000
	15-0860-00660-000	int	4,062.01*			4050 470000	630		101000
	15-0860-00660-000	d	3.07*			4050 470000	630		101000
	15-1100-00020-000	int	1,448.87*			4050 470000	630		101000
	15-1100-00020-000	int	3,356.60*			4050 470000	630		101000
	15-1100-00020-000	int	9,110.30*			4050 470000	630		101000
	15-1100-00020-000	int	36,551.79*			4050 470000	630		101000
	15-1100-00020-000	d	5.07*			4050 470000	630		101000
	15-0200-13082-000	sa	298.02*			4050 470000	630		101000
	15-0200-13082-000	d	6.47*			4050 470000	630		101000
	15-0250-00430-000	sa	20.90*			4050 470000	630		101000
	15-0250-00430-000	d	0.21*			4050 470000	630		101000
	15-0285-00260-010	sa	220.32*			4050 470000	630		101000
	15-0285-00260-010	d	1.55*			4050 470000	630		101000
	15-0375-00090-000	int	354.56*			4050 470000	630		101000
	15-0610-00270-000	sa	224.26*			4050 470000	630		101000
	15-0610-00270-000	d	0.42*			4050 470000	630		101000
	15-0680-00260-000	int	11,228.67*			4050 470000	630		101000
	15-0680-00260-000	prn	27.41*			4050 470000	630		101000
	15-0680-00260-000	int	1.20*			4050 470000	630		101000
	15-0680-00260-000	int	90.22*			4050 470000	630		101000
	15-0680-00260-000	d	166.02*			4050 470000	630		101000
	15-0680-00860-000	int	19,781.37*			4050 470000	630		101000
	15-0680-00860-000	prn	54.81*			4050 470000	630		101000
	15-0680-00860-000	int	2.40*			4050 470000	630		101000

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	15-0680-00860-000	int	158.94*			4050		470000	630		101000
	15-0680-01060-000	int	16,987.53*			4050		470000	630		101000
	15-0680-01060-000	prn	27.41*			4050		470000	630		101000
	15-0680-01060-000	int	1.20*			4050		470000	630		101000
	15-0680-01060-000	int	136.49*			4050		470000	630		101000
	15-0680-01060-000	d	251.13*			4050		470000	630		101000
	15-0680-01200-000	prn	137.02*			4050		470000	630		101000
	15-0680-01200-000	int	5.99*			4050		470000	630		101000
	15-0680-01200-000	int	55,254.06*			4050		470000	630		101000
	15-0680-01200-000	int	387.22*			4050		470000	630		101000
	15-0680-01200-000	d	712.48*			4050		470000	630		101000
	15-0800-00230-000	sa	368.99*			4050		470000	630		101000
	15-0800-00230-000	d	2.11*			4050		470000	630		101000
	15-0810-00280-000	sa	8.72*			4050		470000	630		101000
	15-0810-00280-010	d	0.22*			4050		470000	630		101000
	15-1105-00030-000	prn	400.56*			4050		470000	630		101000
	15-1105-00030-000	int	17.50*			4050		470000	630		101000
	15-1105-00030-000	int	2,888.34*			4050		470000	630		101000
	15-1105-00030-000	int	205.19*			4050		470000	630		101000
	15-1105-00030-000	int	329.73*			4050		470000	630		101000
	15-1105-00030-000	d	10.00*			4050		470000	630		101000
	15-1107-00330-000	prn	76.88*			4050		470000	630		101000
	15-1107-00330-000	int	3.36*			4050		470000	630		101000
	15-1107-00330-000	int	261.39*			4050		470000	630		101000
	15-1107-00330-000	int	723.13*			4050		470000	630		101000
	15-1107-00330-000	int	1,054.79*			4050		470000	630		101000
	15-1107-00330-000	int	50.47*			4050		470000	630		101000
	15-1107-00330-000	int	2,609.64*			4050		470000	630		101000
	15-1107-00330-000	int	97.31*			4050		470000	630		101000
	15-1210-00780-000	prn	237.26*			4050		470000	630		101000
	15-1210-00780-000	int	10.37*			4050		470000	630		101000
	15-1210-00780-000	int	29.99*			4050		470000	630		101000
	15-1107-00330-000	d	99.20*			4050		470000	630		101000
	15-1210-00780-000	d	1.10*			4050		470000	630		101000
	15-1210-00970-000	prn	474.52*			4050		470000	630		101000
	15-1210-00970-000	int	20.74*			4050		470000	630		101000
	15-1210-00970-000	int	148.91*			4050		470000	630		101000

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
		15-1210-00970-000 d	5.38*			4050 470000	630		101000
		15-2800-00400-000 int	74.24*			4050 470000	630		101000
		15-2800-00400-000 int	733.29*			4050 470000	630		101000
		15-2800-00400-000 int	3,342.77*			4050 470000	630		101000
		15-2800-00400-000 d	5.85*			4050 470000	630		101000
		15-2820-01660-000 prn	56.84*			4050 470000	630		101000
		15-2820-01660-000 int	2.48*			4050 470000	630		101000
		15-2820-01660-000 int	48.46*			4050 470000	630		101000
		15-2820-01660-000 d	0.14*			4050 470000	630		101000
		15-2950-00460-000 int	3,749.54*			4050 470000	630		101000
		15-2950-00460-000 d	2.63*			4050 470000	630		101000
		15-2950-00770-000 int	606.41*			4050 470000	630		101000
		15-2950-00770-000 d	5.27*			4050 470000	630		101000
		15-2955-00210-000 prn	408.97*			4050 470000	630		101000
		15-2955-00210-000 int	22.82*			4050 470000	630		101000
		15-2955-00210-000 d	0.11*			4050 470000	630		101000
		15-2957-00110-000 prn	13.05*			4050 470000	630		101000
		15-2957-00110-000 int	0.57*			4050 470000	630		101000
		15-2957-00110-000 prn	193.91*			4050 470000	630		101000
		15-2957-00110-000 int	10.82*			4050 470000	630		101000
		15-2957-00110-000 int	2,197.64*			4050 470000	630		101000
		15-2957-00110-000 d	0.22*			4050 470000	630		101000
		15-3010-00050-000 int	156.26*			4050 470000	630		101000
		15-3010-00050-000 int	2,158.63*			4050 470000	630		101000
		15-3010-00050-000 int	3,055.39*			4050 470000	630		101000
		15-3010-00050-000 int	11,535.32*			4050 470000	630		101000
		15-3010-00050-000 int	8,506.94*			4050 470000	630		101000
		15-3010-00050-000 int	904.58*			4050 470000	630		101000
		15-3010-00050-000 d	12.84*			4050 470000	630		101000
		15-3300-01150-010 int	1,606.32*			4050 470000	630		101000
		15-3300-01150-010 int	1,642.82*			4050 470000	630		101000
		15-3300-01150-010 int	440.33*			4050 470000	630		101000
		15-3300-01150-010 int	1,831.06*			4050 470000	630		101000
		15-3300-01150-010 int	5,259.96*			4050 470000	630		101000
		15-3300-01150-010 int	106.45*			4050 470000	630		101000
		15-3300-01150-010 d	201.95*			4050 470000	630		101000
		15-3310-00010-000 prn	358.65*			4050 470000	630		101000

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
		15-3310-00010-000 int	504.73*			4050 470000	630		101000
		15-3310-00010-000 int	55.96*			4050 470000	630		101000
		15-3310-00010-000 int	883.28*			4050 470000	630		101000
		15-3310-00010-000 int	7,739.58*			4050 470000	630		101000
		15-3310-00010-000 int	99.33*			4050 470000	630		101000
		15-3310-00010-000 int	184.89*			4050 470000	630		101000
		15-3310-00230-000 prn	358.65*			4050 470000	630		101000
		15-3310-00230-000 int	15.67*			4050 470000	630		101000
		15-3310-00230-000 int	358.05*			4050 470000	630		101000
		15-3310-00230-000 int	39.70*			4050 470000	630		101000
		15-3310-00230-000 int	623.66*			4050 470000	630		101000
		15-3310-00230-000 int	9,844.30*			4050 470000	630		101000
		15-3310-00230-000 int	102.80*			4050 470000	630		101000
		15-3310-00230-000 d	190.24*			4050 470000	630		101000
		15-3330-00600-000 prn	149.35*			4050 470000	630		101000
		15-3330-00600-000 int	6.53*			4050 470000	630		101000
		15-3330-00600-000 int	215.31*			4050 470000	630		101000
		15-3330-00600-000 int	1,533.03*			4050 470000	630		101000
		15-3330-00600-000 int	83.27*			4050 470000	630		101000
		15-3330-00600-000 d	153.70*			4050 470000	630		101000
		15-3330-00720-000 prn	149.35*			4050 470000	630		101000
		15-3330-00720-000 int	6.53*			4050 470000	630		101000
		15-3330-00720-000 int	103.09*			4050 470000	630		101000
		15-3330-00720-000 int	734.00*			4050 470000	630		101000
		15-3330-00720-000 int	39.87*			4050 470000	630		101000
		15-3330-00720-000 d	73.57*			4050 470000	630		101000
		15-3400-00280-000 int	541.95*			4050 470000	630		101000
		15-3400-00280-000 int	1,047.01*			4050 470000	630		101000
		15-3400-00280-000 d	12.73*			4050 470000	630		101000
		<b>Total for Vendor:</b>	<b>247,026.50</b>						
748		97 City of Horace	315.42						
	786	11/20/25 service bobcat	315.42			4030 451200	427		101000
		<b>Total for Vendor:</b>	<b>315.42</b>						

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
749		22 City of Horace	267.20						
	11096-00	02/01/26 service; freed	111.60			4030 451200	351		101000
	11052-00	01/30/26 service; freed	80.10			4030 451200	351		101000
	44227-00	01/30/26 service; meadowlark	75.50			4030 451200	351		101000
		<b>Total for Vendor:</b>	<b>267.20</b>						
751		116 Justin Germundson	95.88						
	4014678	02/10/26 bluehost reimb	95.88			4030 451000	210		101000
		<b>Total for Vendor:</b>	<b>95.88</b>						
750		135 Ryan Brothers Inc.	1,973.00						
	I-25609-1	02/01/26 furnace repair ml	1,973.00			4030 451200	427		101000
		<b>Total for Vendor:</b>	<b>1,973.00</b>						
752		20 Workforce Safety & Insurance	272.09						
	920322	01/22/26 premium; 2026	272.09			4030 451000	321		101000
		<b>Total for Vendor:</b>	<b>272.09</b>						
754		64 Xcel Energy	386.66						
	963727329	02/03/26 8873 lost river n; gas	115.39			4030 451200	351		101000
	963757042	02/03/26 8873 lost river s; gas	271.27			4030 451200	351		101000
		<b>Total for Vendor:</b>	<b>386.66</b>						
		<b># of Claims</b>	<b>8</b>	<b>Total:</b>	<b>251,852.44</b>	<b># of Vendors</b>	<b>8</b>		

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Fund/Account	Amount
4030 GENERAL FUND	
101000 Cash Account	4,825.94
4050 SPECIAL ASSESSMENTS	
101000 Cash Account	247,026.50
<b>Total:</b>	<b>251,852.44</b>

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## 4030 GENERAL FUND

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Prior Year Month	Prior Year YTD
Revenue							
310001	Property Taxes	19,678.72	19,678.72	308,851.00	-289,172.28	61,323.08	61,323.08
335600	State Aid	4,351.20	4,351.20	55,000.00	-50,648.80	4,334.28	4,334.28
340001	Recreation Programs			20,000.00	-20,000.00	92.47	92.47
340005	Field Fees			5,000.00	-5,000.00		
340010	Miscellaneous	1,088.37	1,088.37	1,000.00	88.37	1,088.00	1,088.00
	<b>Total</b>	<b>25,118.29</b>	<b>25,118.29</b>	<b>389,851.00</b>	<b>-364,732.71</b>	<b>66,837.83</b>	<b>66,837.83</b>
Expenses							
451000	ADMINISTRATION						
109	Staff Wages	1,000.00	1,000.00	7,000.00	6,000.00		
111	Board Wages			10,000.00	10,000.00		
112	Clerk Wages	754.69	754.69	14,000.00	13,245.31	962.50	962.50
210	Technology	6,724.41	6,724.41	13,000.00	6,275.59		
220	Payroll Taxes	242.55	242.55	9,000.00	8,757.45	193.18	193.18
321	Insurance			12,000.00	12,000.00	232.45	232.45
369	Audit			15,000.00	15,000.00		
380	Miscellaneous	136.15	136.15	5,000.00	4,863.85	1,418.00	1,418.00
890	Transfer Out			20,000.00	20,000.00		
	<b>Total Account</b>	<b>8,857.80</b>	<b>8,857.80</b>	<b>105,000.00</b>	<b>96,142.20</b>	<b>2,806.13</b>	<b>2,806.13</b>
451200	PARK						
109	Staff Wages	2,416.00	2,416.00	50,000.00	47,584.00	1,362.50	1,362.50
351	Utilities	1,821.46	1,821.46	30,000.00	28,178.54	1,486.57	1,486.57
420	Operations	173.86	173.86	15,000.00	14,826.14	45.41	45.41
424	Gas / Oil	84.20	84.20	4,000.00	3,915.80		
427	Repairs	1,306.00	1,306.00	8,000.00	6,694.00		
494	Bldgs / Grounds	119.72	119.72	29,000.00	28,880.28	1,090.07	1,090.07
495	Herbicide			15,000.00	15,000.00		
641	Equipment	10,411.00	10,411.00	25,000.00	14,589.00		
	<b>Total Account</b>	<b>16,332.24</b>	<b>16,332.24</b>	<b>176,000.00</b>	<b>159,667.76</b>	<b>3,984.55</b>	<b>3,984.55</b>
451400	RECREATION						
109	Staff Wages			72,000.00	72,000.00		
500	Supplies	3,294.43	3,294.43	18,000.00	14,705.57	3,145.41	3,145.41
505	Special Events			18,000.00	18,000.00		
	<b>Total Account</b>	<b>3,294.43</b>	<b>3,294.43</b>	<b>108,000.00</b>	<b>104,705.57</b>	<b>3,145.41</b>	<b>3,145.41</b>
	<b>Total</b>	<b>28,484.47</b>	<b>28,484.47</b>	<b>389,000.00</b>	<b>360,515.53</b>	<b>9,936.09</b>	<b>9,936.09</b>
	Net Income from Operations	-3,366.18	-3,366.18			56,901.74	56,901.74

4050 SPECIAL ASSESSMENTS

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Prior Year Month	Prior Year YTD
Revenue							
310001	Property Taxes	36,316.05	36,316.05	237,637.00	-201,320.95	97,373.61	97,373.61
	<b>Total</b>	<b>36,316.05</b>	<b>36,316.05</b>	<b>237,637.00</b>	<b>-201,320.95</b>	<b>97,373.61</b>	<b>97,373.61</b>
Expenses							
470000	INTERGOVERNMENTAL						
630	Special Assessments			235,000.00	235,000.00	78,278.48	78,278.48
	<b>Total Account</b>			<b>235,000.00</b>	<b>235,000.00</b>	<b>78,278.48</b>	<b>78,278.48</b>
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>235,000.00</b>	<b>235,000.00</b>	<b>78,278.48</b>	<b>78,278.48</b>
	Net Income from Operations	36,316.05	36,316.05			19,095.13	19,095.13
	Net Income	36,316.05	36,316.05			19,095.13	19,095.13

02/16/26

HORACE PARKS

12:58:35

Income Statement - Comparison to Prior Year  
For the Accounting Period: 1 / 26

4051 SPECIALS; REFI 26

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Prior Year Month	Prior Year YTD
Other Revenue							
391000	Bond Proceeds	38,000.00	38,000.00		38,000.00		
	<b>Total Other</b>	<b>38,000.00</b>	<b>38,000.00</b>	<b>0.00</b>	<b>38,000.00</b>	<b>0.00</b>	<b>0.00</b>
	Net Income	38,000.00	38,000.00			0.00	0.00

4060 RECREATION FUND

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Prior Year Month	Prior Year YTD
Revenue							
310001	Property Taxes	17,525.58	17,525.58	251,280.00	-233,754.42	47,242.77	47,242.77
	<b>Total</b>	<b>17,525.58</b>	<b>17,525.58</b>	<b>251,280.00</b>	<b>-233,754.42</b>	<b>47,242.77</b>	<b>47,242.77</b>
Expenses							
451000	ADMINISTRATION						
631	Improvements			251,000.00	251,000.00		
	<b>Total Account</b>			<b>251,000.00</b>	<b>251,000.00</b>		
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>251,000.00</b>	<b>251,000.00</b>	<b>0.00</b>	<b>0.00</b>
	Net Income from Operations	17,525.58	17,525.58			47,242.77	47,242.77
	Net Income	17,525.58	17,525.58			47,242.77	47,242.77

HORACE PARKS  
Cash Report  
For the Accounting Period: 1/26

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
4030 GENERAL FUND						
101000 Cash Account	1,752.53	25,118.29	0.00	448.21	28,036.26	-1,613.65
4050 SPECIAL ASSESSMENTS						
101000 Cash Account	520.75	36,316.05	0.00	0.00	0.00	36,836.80
4051 SPECIALS; REFI 26						
101000 Cash Account	0.00	38,000.00	0.00	0.00	0.00	38,000.00
4060 RECREATION FUND						
101000 Cash Account	8,836.20	17,525.58	0.00	0.00	0.00	26,361.78
5000 SOUTHDALE FARMS						
101000 Cash Account	-62,943.06	0.00	0.00	0.00	0.00	-62,943.06
5011 MEADOWLARK PARK DS						
101000 Cash Account	102,938.55	69.45	0.00	0.00	0.00	103,008.00
5021 TERRA GARDENS DS						
101000 Cash Account	116,098.76	229.68	0.00	0.00	0.00	116,328.44
5030 CUB CREEK PARK						
101000 Cash Account	65,450.00	0.00	0.00	0.00	0.00	65,450.00
5040 FREED PARK DS						
101000 Cash Account	178,233.26	0.00	0.00	0.00	0.00	178,233.26
5041 FREED PARK C						
101000 Cash Account	159,216.99	0.00	0.00	0.00	0.00	159,216.99
5050 INDEP PARK DS						
101000 Cash Account	58,321.09	0.00	0.00	0.00	0.00	58,321.09
5051 INDEP PARK C						
101000 Cash Account	-93,245.95	0.00	0.00	0.00	0.00	-93,245.95
7910 Payroll Clearing						
101000 Cash Account	583.86	0.00	3,413.24	3,466.08	0.00	531.02
7930 Claims Clearing						
101000 Cash Account	1,254.66	0.00	24,623.02	24,729.03	0.00	1,148.65
8000 CAPITAL IMPROVEMENTS						
101000 Cash Account	680,689.06	3,923.56	0.00	0.00	0.00	684,612.62
9000 GENERAL FUND RESERVES						
101000 Cash Account	200,000.00	0.00	0.00	0.00	0.00	200,000.00
<b>Totals</b>	<b>1,417,706.70</b>	<b>121,182.61</b>	<b>28,036.26</b>	<b>28,643.32</b>	<b>28,036.26</b>	<b>1,510,245.99</b>

\*\*\* Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
2723	S	4 Black Mountain Software	6724.41	01/20/26	1/26		
2724	S	102 CapFirst Equipment Finance	10411.00	01/20/26	1/26	CL 739	6724.41
2725	S	1 Cass County Electric	1266.06	01/20/26	1/26	CL 746	10411.00
2726	S	22 City of Horace	222.35	01/20/26	1/26	CL 745	1266.06
2727	S	49 RecDesk LLC	3255.00	01/20/26	1/26	CL 741	222.35
2728	S	135 Ryan Brothers Inc.	1306.00	01/20/26	1/26	CL 740	3255.00
2729	S	136 Safeguard Business Systems	105.15	01/20/26		CL 743	1306.00
2730	S	64 Xcel Energy	333.05	01/20/26	1/26	CL 744	105.15
2731	S	120 Paul Hankel	1000.00	01/23/26		CL 742	333.05
						CL 747	1000.00
<b>Total for Claim Checks</b>			<b>24623.02</b>				
<b>Count for Claim Checks</b>			<b>9</b>				

\* denotes missing check number(s)

# of Checks: 9                      Total: 24623.02

02/16/26  
13:00:53

HORACE PARKS  
Fund Summary for Claim Check Register  
For the Accounting Period: 1/26

Page: 2 of 2  
Report ID: AP110

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Fund/Account	Amount
4030 GENERAL FUND 101000 Cash Account	24,623.02
<b>Total:</b>	<b>24,623.02</b>

---

## Justin Germundson

---

**From:** Wade Frank <wade@horaceparks.org>  
**Sent:** Tuesday, February 17, 2026 5:18 PM  
**To:** Justin Germundson; Justin Germundson  
**Subject:** Fw: Sanitary Sewer Easement  
**Attachments:** 12. Permanent Sanitary Sewer Easement - Parks to City.docx

Fyi

---

**From:** Levi Hanson <Levi.Hanson@mooreengineeringinc.com>  
**Sent:** Tuesday, February 17, 2026 5:16:42 PM  
**To:** Wade Frank <wade@horaceparks.org>  
**Cc:** Brian Reinarts <Brian.Reinarts@mooreengineeringinc.com>; Benjamin Prochniak <Benjamin.Prochniak@mooreengineeringinc.com>; Josh Roehrich <Josh.Roehrich@mooreengineeringinc.com>; Andrea J. Roman <aroman@ohnstadlaw.com>; Lukas W. Croaker <lcroaker@ohnstadlaw.com>  
**Subject:** Sanitary Sewer Easement

Good afternoon Wade,

We've been working with River's Edge Estates on some easements and was wondering if you would be able to review the attached Sanitary Sewer Easement to the City of Horace? If everything looks good would we be able to get this on the Park's agenda for approval? Feel free to reach out with any questions or concerns.

Thank you,

**Levi Hanson**  
Project Coordinator



Direct 701.551.1064 | Mobile 701.367.3723  
925 10<sup>th</sup> Avenue East, West Fargo, ND 58078  
[www.mooreengineeringinc.com](http://www.mooreengineeringinc.com)  
**Proudly employee-owned**

## Disclaimer

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## **PERMANENT SANITARY SEWER EASEMENT**

**THIS PERMANENT SANITARY SEWER EASEMENT** (this “Permanent Easement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the Park District of the City of Horace, a political subdivision under the laws of the State of North Dakota (“Grantor”), whose post office address is P.O. Box 161, Horace, North Dakota 58047-0161; and the City of Horace, North Dakota, a municipal corporation and political subdivision of the State of North Dakota (the “City”), whose principal address is 215 Park Drive East, Horace, North Dakota 58047-0099.

**WHEREAS**, the City has created Water, Sewer, Storm, and Street Improvement District No. 2022-12, a water, sewer, storm water, and street public infrastructure project (the “Project”); and the City must acquire certain real property interests for the purpose of locating, constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, removing, and/or accessing sanitary sewer infrastructure and related appurtenances as part of the overall Project.

**WHEREAS**, the Grantor has agreed to give, grant, convey, and relinquish unto the City a Permanent Easement, as more specifically described below, for the purpose of locating, constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, removing, and/or accessing sanitary sewer infrastructure and related appurtenances, subject to the terms and conditions contained in this Permanent Easement.

**WITNESSETH:** For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Grantor hereby gives, grants, and conveys to the City, its officers, employees, agents, representatives, and contractors, a permanent Sanitary Sewer easement for the purpose of locating, constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, removing, and/or accessing sanitary sewer infrastructure and related appurtenances, in, on, over, under, across, and through tracts or parcels of land located in the County of Cass and the State of North Dakota (the “Permanent Easement Property”), as legally described in the Certificate of Survey attached as **Exhibit A**.

This Permanent Easement includes the right of the City, its officers, employees, agents, representatives, contractors, and invitees to enter upon the Permanent Easement Property at all reasonable times for the purposes of locating, constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, removing, and/or

accessing sanitary sewer infrastructure and related appurtenances, and all purposes in furtherance thereof or related thereto, including but not limited to the right to remove trees, shrubs, or other vegetation and existing structures and improvements, in the Permanent Easement Property; as well as the right to deposit earthen materials within the Permanent Easement Property; to move, store, and remove equipment and supplies; and to perform any other work necessary and incident to the sanitary sewer infrastructure and related appurtenances or to the continued operation of the sanitary sewer infrastructure within the Permanent Easement Property or City's use of this Permanent Easement. The City, at its sole cost and expense, shall be responsible for keeping the sanitary sewer infrastructure and related appurtenances in good order and condition and for maintaining, repairing, and replacing, as necessary all components thereof.

The City shall have no responsibility for pre-existing environmental contamination or liabilities.

The Grantor covenants that the Grantor is the fee simple owner of the Permanent Easement Property and will warrant and defend title to the Permanent Easement Property against all claims.

This Permanent Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Permanent Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the Grantor's representatives, successors, and assigns. To have and to hold this Permanent Easement unto the City for the purposes herein stated.

The Grantor has the right and privilege to use the Permanent Easement Property at any time, in any manner, and for any purpose that is not inconsistent with the City's rights and privileges under this Permanent Easement. The Grantor will not use, or permit use of, the Permanent Easement Property in any manner that disrupts or interferes with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or the Project. The Grantor will repair or replace any of the City's structures, facilities, right of way, or any other property owned by the City damaged by the Grantor or as a result of the Grantor's use, or permitted use, of the Permanent Easement Property, at the Grantor's sole cost.

The Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. The City will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand on the date written below.

*[Signatures appear on the following page.]*

**GRANTOR:**

**PARK DISTRICT OF THE CITY OF  
HORACE**

By: \_\_\_\_\_  
Wade Frank, President

By: \_\_\_\_\_  
Justin Germundson, Clerk

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by Wade Frank and Justin Germundson, the President of the Board of Park Commissioners and  
the Clerk, respectively, of the Park District of the City of Horace, North Dakota.

(SEAL)

\_\_\_\_\_  
Notary Public

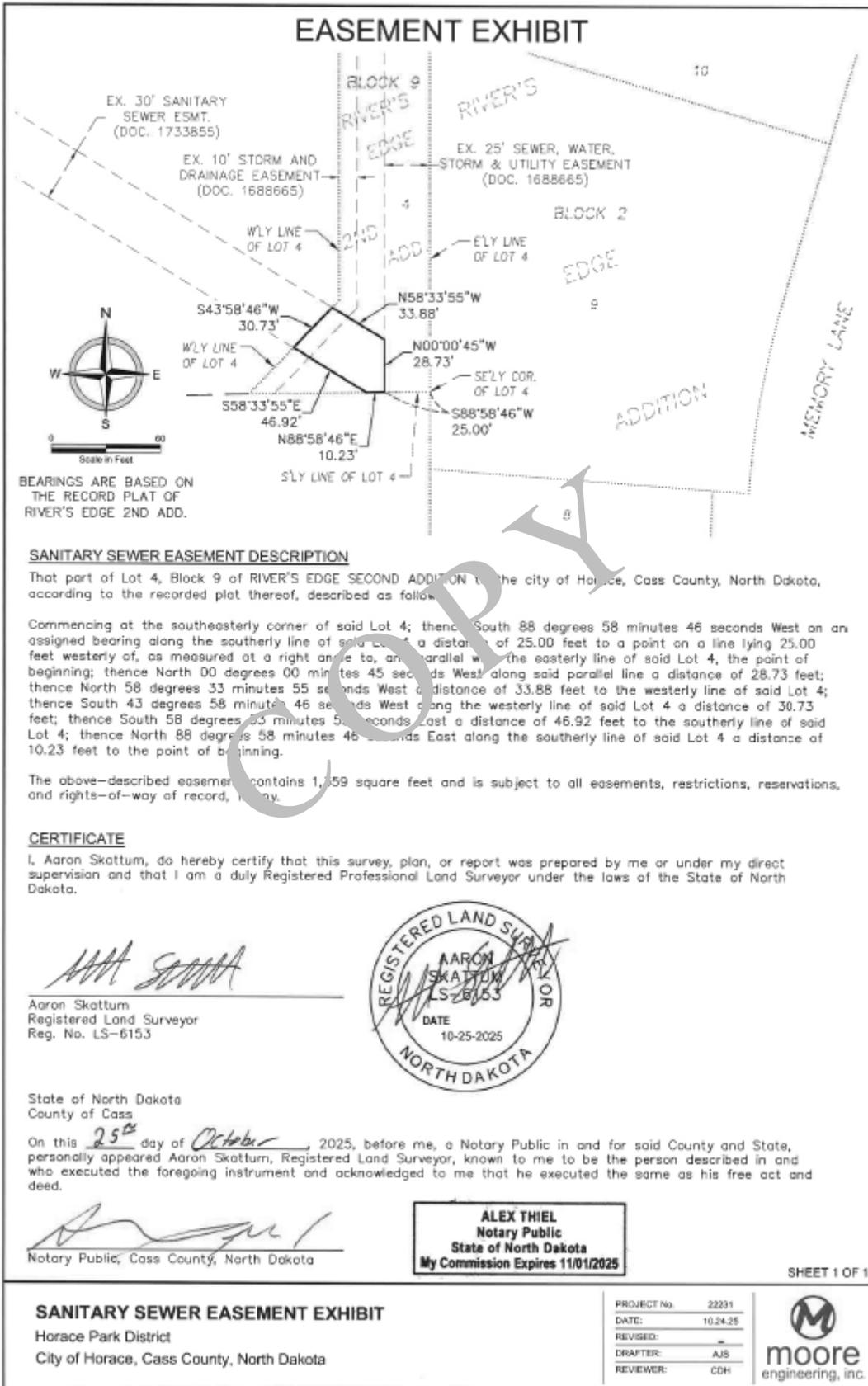
**THE LEGAL DESCRIPTION USED  
HEREIN WAS PREPARED BY:**

Aaron Skattum  
ND RLS No. 6153  
Moore Engineering, Inc.  
925 10th Ave E  
West Fargo, ND 58078

**THIS DOCUMENT DRAFTED BY:**

Lukas W. Croaker  
Ohnstad Twichell, P.C.  
444 Sheyenne St, Suite 102  
West Fargo, ND 58078  
(701) 282-3249

**EXHIBIT A**  
**[attach original for recording]**



## Justin Germundson

---

**From:** Lance Belisle  
**Sent:** Thursday, February 19, 2026 11:34 AM  
**To:** Wade Frank  
**Cc:** Korey Stamp; Micah Fraase; Justin Germundson  
**Subject:** Horace Ball Field Rate Recommendations

Here are the field rate suggestions we would have for Horace. The fields/prices listed below would be comparable to fields that are in the West Fargo Parks system. Note that these rates would be for WF Schools and general public rentals. The new Horace Baseball Association could have a different fee structure similar to what WF Baseball has with WF Park District, which is a per player/season user fee. (WF Baseball will be paying \$16.00 for the 2026 season)

### **Freed Park:**

Practice- \$25/HR

Single Game-\$50

Double Header-\$90

\*Game Rates would include fresh drag and 1 chalking

### **Meadowlark Park:**

Practice- \$20/HR

Single Game-\$30

Double Header-\$45

\*Game Rates would include fresh drag and 1 chalking

### **Lions Park:**

Practice/game- \$15/HR

Please let us know of any questions. Micah if you have any thing to add please feel free to jump in.



## Lance Belisle

Recreation Director

 701.551.7120

 lance@wfparks.org

 www.wfparks.org

**SUBSCRIBE**

WANT TO STAY UP TO DATE ON ALL WEST FARGO PARK DISTRICT NEWS? SUBSCRIBE TO OUR MONTHLY NEWSLETTER!

---

**RE: Freed Park Field Rental Contacts**

---

From La Deaux, Aaron <ALA-DEAUX@west-fargo.k12.nd.us>

Date Thu 1/29/2026 10:35 AM

To Justin Germundson <justin@horaceparks.org>

Cc Irey, Quinn <QIREY@west-fargo.k12.nd.us>; Smart, Jennifer <JSMART@west-fargo.k12.nd.us>; Opp, Elizabeth <EOPP@west-fargo.k12.nd.us>

Sounds goods, thank you! We added a game for each team to this also May 1 for softball and April 14 for baseball. As soon as you have any update let us know.

**SOFTBALL**

Apr. 2	vs Red River	4:30/6:15	Freed Park
Apr. 23	vs Davies	4:30/6:15	Freed Park
May 1	vs Fargo North	4:30/6:15	Meadowlark
May 12	vs GF Central	4:30/6:15	Meadowlark

**BASEBALL**

Apr. 10	vs. Sheyenne	5 - 5	4:30/6:30	Freed Park
Apr. 14	vs. Kindred	5 - 5	4:30/6:30	Freed Park
Apr. 17	vs. South	5 - 5	4:30/6:30	Freed Park
Apr. 27	vs. Fargo North	5 - 5	4:30/6:30	Freed Park
Apr. 28	vs. Central Cass	5 - 5	5:00/7:00	Freed Park
Apr. 30	vs. Sheyenne	5 - 5	4:30/6:30	Freed Park
May 1	vs. Red River	5 - 5	4:30/6:30	Freed Park
May 4	vs. Fargo Davies	5 - 5	4:30/6:30	Freed Park
May 8	vs. Devils Lake	5 - 5	4:30/6:30	Freed Park
May 12	vs. GF Central	5 - 5	4:30/6:30	Freed Park

**Aaron La Deaux, CAA**

Activities Director

Horace High School

---

**From:** Justin Germundson <justin@horaceparks.org>

**Sent:** Thursday, January 29, 2026 7:42 AM

**To:** La Deaux, Aaron <ALA-DEAUX@west-fargo.k12.nd.us>

**Cc:** Irey, Quinn <QIREY@west-fargo.k12.nd.us>; Smart, Jennifer <JSMART@west-fargo.k12.nd.us>; Opp, Elizabeth <EOPP@west-fargo.k12.nd.us>; Harry Hintze <harry@HORACEPARKS.ORG>

**Subject:** Re: Freed Park Field Rental Contacts



Outlook

---

**Re: Parks Survey for Agenda**

---

**From** Paul Hankel <paul@HORACEPARKS.ORG>

**Date** Wed 2/18/2026 10:15 AM

**To** Justin Germundson <justin@horaceparks.org>

 1 attachment (21 KB)

Horace Park Board Consulting Contract Spring Summer 2026.docx;

Justin

Here is my contract/additional duties document for the agenda.

My additional duties were outlined and agreed upon between myself and West Fargo Parks.

On Feb 17, 2026 18:44, Paul Hankel <paul@HORACEPARKS.ORG> wrote:

Justin

Here is the results of the Activities Survey so far, to include in the agenda.

53 replies and counting.

We plan to run this through the 26, in conjunction with finalizing the Activities Guide.

Dear members of the Park Board,

I am excited to sign on for another summer assisting Horace Park Board with marketing and communications. We had a lot of successes last summer and I anticipate continued successes this year.

As we enter spring and summer of 2026, the duties I have been assigned and asked to take on have increased. In that way, I am hoping that the council will consider and approve a small increase to my monthly fee. The increase I am requesting is \$250.00 per month, to be compensated for the additional duties. The additional duties, listed below, have been negotiated and agreed upon with the West Fargo Park District. My regular spring summer rate is \$1500.00 per month. The increase would mean my monthly rate would be \$1750.00.

**Additional Duties, as of March 1, 2026**

- Website Oversight: Paul will monitor the website and implement updates as needed to maintain accurate, timely, and relevant information.
- Program & Event Signage: Paul will design promotional materials and signage for Horace programs and events and coordinate with WF Parks for printing and production.
- Community Inquiries: Paul will manage the Horace Park District information email, responding directly to inquiries when possible and collaborating with the West Fargo Park District Recreation Specialist for questions requiring additional support.

## **INDEPENDENT CONTRACTOR AGREEMENT- Horace Park Board Social Media Management Services**

**This Agreement** is made and entered into on March 1, 2026, by and between:

**Client:**

Horace Park Board  
6100 Woodside Drive  
Horace, ND 58047

**and**

**Contractor:**

Paul Hankel  
701.306.5946  
paul@horaceparks.org

### **1. Scope of Work**

The Contractor currently serves as the Communications Specialist for the City of Horace and has agreed to assist the Horace Park Board with their Spring/Summer 2026 social media marketing. The Contractor agrees to manage and execute the Horace Park Board's Fall/Winter 2025 Social Media from **March 1, 2025, to September 30, 2026**. The scope of work includes, but is not limited to:

- Management of Facebook and Instagram pages
- Development and implementation of monthly social media themes
- Scheduling and publishing 2-3 posts per week
- Graphic design and content creation
- Creating and posting short-form videos and park photos
- Community engagement (responding to comments, messages)
- Collaborating with city departments and organizations for cross-promotion
- Tracking and reporting on analytics and engagement metrics

### **Additional Duties, as of March 1, 2026**

- Website Oversight: Paul will monitor the website and implement updates as needed to maintain accurate, timely, and relevant information.
- Program & Event Signage: Paul will design promotional materials and signage for Horace programs and events and coordinate with WF Parks for printing and production.
- Community Inquiries: Paul will manage the Horace Park District information email, responding directly to inquiries when possible and collaborating with the West Fargo Park District Recreation Specialist for questions requiring additional support.

The Contractor will provide monthly updates to the Client, as requested, and will appear in person, at Park Board meetings, as agreed upon by both parties.

Additional: The Contractor will use the remainder of the initial Summer paid social media ads budget, \$354.44, for any ads ran during the Fall/Winter contract period. Any remaining social media ads costs will be paid for by the Contractor.

## **2. Compensation**

The Client agrees to pay the Contractor \$1,750.00 per month for the services described above. Payments shall be made no later than the 5th day of each month. The total value of the contract is \$12,250.00 for the seven-month term.

## **3. Term and Termination**

This Agreement will commence on March 1, 2026, and conclude on September 30, 2026, unless terminated earlier by either party with 15 days' written notice. In the event of early termination, the Client agrees to compensate the Contractor for work completed up to the effective termination date.

## **4. Independent Contractor Status**

The Contractor will operate as an independent contractor and not as an employee of the Client. The Contractor is responsible for all federal, state, and local taxes, insurance, and other withholdings.

## **5. Ownership and Confidentiality**

All work products created under this agreement are the sole property of the Client. The Contractor agrees not to share, sell, or distribute any of the content produced during the contract period without the written consent of the Client.

## **6. Limitation of Liability**

The Contractor agrees to provide services in a professional and timely manner. However, the Contractor will not be held liable for any indirect, incidental, or consequential damages related to campaign performance or social media engagement.

## **7. Governing Law**

This Agreement shall be governed by and construed by the laws of the State of North Dakota.

## **8. Signatures**

By signing below, both parties agree to the terms of this Agreement.

### **Client – Horace Park Board**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contractor – Paul Hankel, City of Horace**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Parks Survey for Agenda

---

**From** Paul Hankel <paul@HORACEPARKS.ORG>

**Date** Tue 2/17/2026 6:44 PM

**To** Justin Germundson <justin@horaceparks.org>

 1 attachment (112 KB)

Horace Park District Activities Survey 2026.pdf;

Justin

Here is the results of the Activities Survey so far, to include in the agenda.  
53 replies and counting.

We plan to run this through the 26, in conjunction with finalizing the Activities Guide.

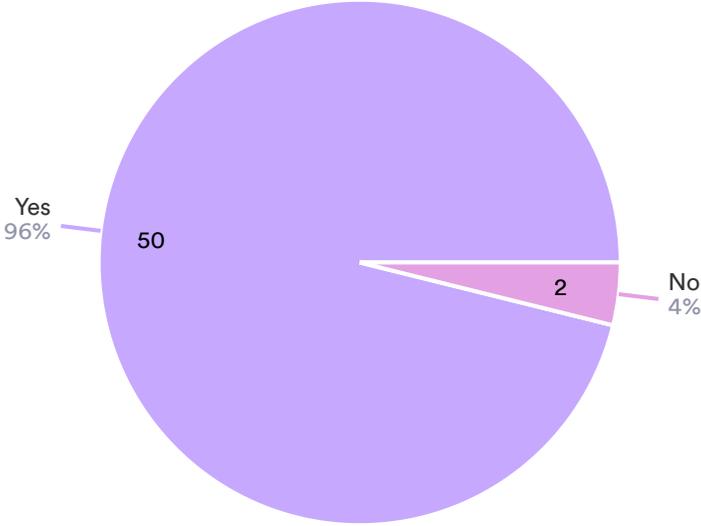


# Horace Park District Community Activity Survey

# Horace Park District Community Activity Survey

## Are you a Horace resident?

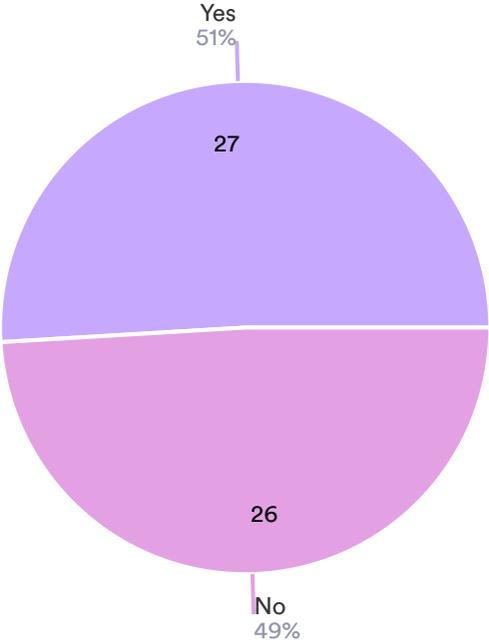
52 Answers



● Yes ● No

## Do you currently attend or enroll your child in Horace Parks events or activities?

53 Answers

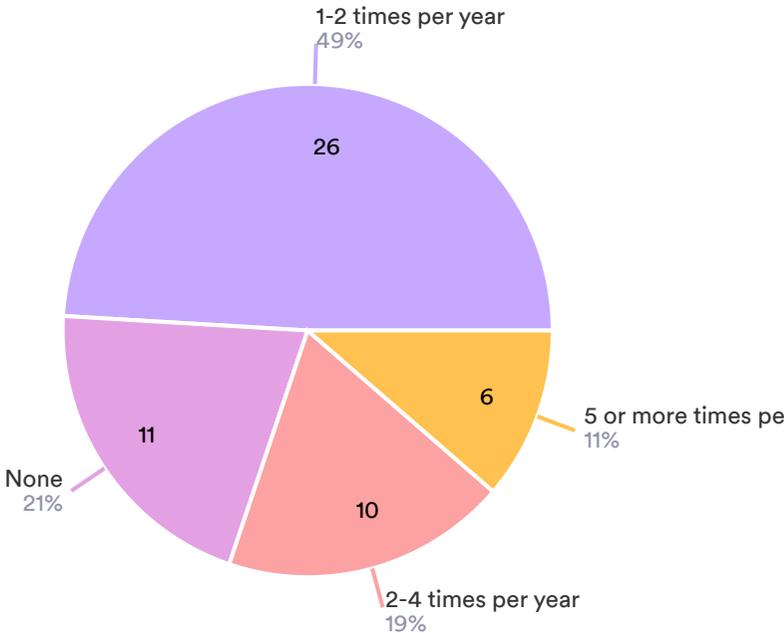


● Yes ● No

# Horace Park District Community Activity Survey

How many times per year do you attend Horace Parks activities, programming, or events?

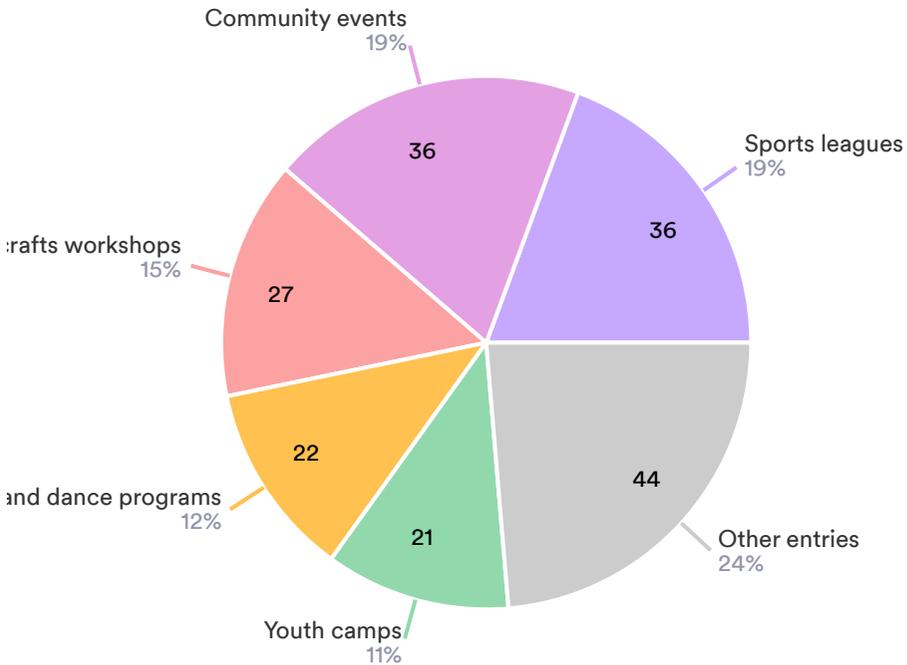
53 Answers



● 1-2 times per year ● None ● 2-4 times per year ● 5 or more times per year

Which types of activities would you like to see offered this spring and summer?

186 Answers



# Horace Park District Community Activity Survey

If you selected 'Other,' please describe the activities you would like to see.

12 Answers- 40 Empty

Data	Answers
Pickleball clinic and I would love to see some adult fitness classes like yoga or zumba	1
There is very little to offer young teenagers, who don't belong to a sports team, and don't want the commitment of joining one.	1
home alone camp, art camp, theater camp, creating a fairy garden, youth yoga, a swimming pool with lessons!!!!	1
Youth tennis classes	1
More toddler targeted sports samplers	1
Sports for 3+ (instead of age 5)	1
Would love to see a Daddy Daughter dance event option	1
I have a 2 year old - open ended activities or reading in park or something.	1

Do you have a favorite Horace Parks event, activity, or program? If not, leave blank.

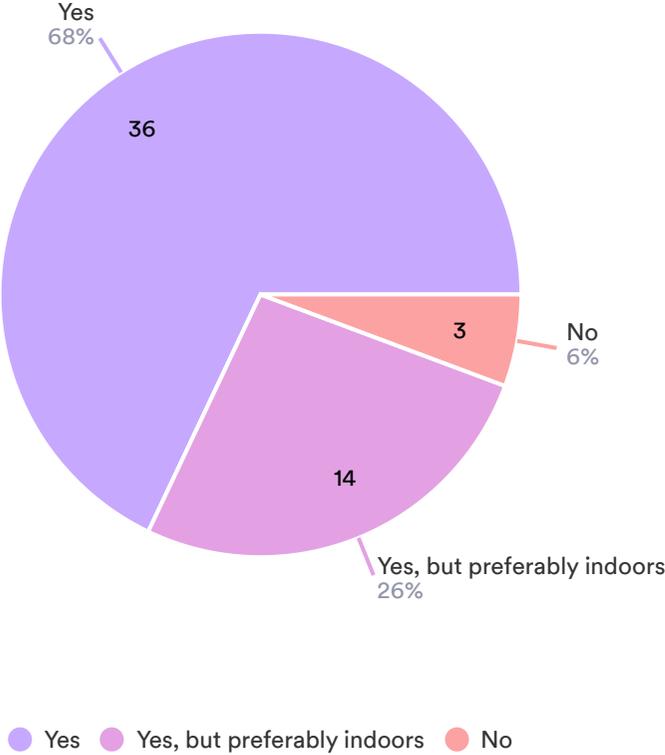
11 Answers- 41 Empty

Data	Answers
Bean Days	1
Summer movie nights	1
Sports sampler for toddlers and preschoolers, family fun nights	1
Safety Camp	1
Bean days kickball tournament	1
Sports sample offered at night	1
T-ball or soccer	1
Any community events	1
Other entries	3

# Horace Park District Community Activity Survey

If Horace Parks were to begin offering/hosting winter activities, would you consider enrolling or attending?

53 Answers



**From:** Eric Larson <Eric.Larson@interstateeng.com>  
**Sent:** Wednesday, February 18, 2026 9:07 AM  
**To:** Justin Germundson <justin@horaceparks.org>  
**Cc:** Jim Dahlman <Jim.Dahlman@interstateeng.com>; Isabel Johnson <Isabel.Johnson@interstateeng.com>  
**Subject:** RE: agenda items

Hi Justin,

I have the following Agenda Item for Monday, February 23<sup>rd</sup> Park District Meeting:

- Independence Park
  - Review Bids Received & Award the Project to the Lowest Responsible Bidder
    - Bid opening is tomorrow afternoon, so we wouldn't have any attachments/recommendations until after we review the bids

Let me know if you have any questions.

Thanks!



**Eric Larson, PE**  
Project Engineer  
*Licensed in ND*

## Justin Germundson

---

**From:** Lance Belisle  
**Sent:** Friday, February 20, 2026 9:44 AM  
**To:** Justin Germundson  
**Cc:** Amy Zundel; Josh Mathern  
**Subject:** Recreational Programming Services Agreement

Horace Park Board Commissioners,

Last year marked the first year of the Programming Services Agreement between the West Fargo and Horace Park Districts. While the implementation phase began somewhat slowly, the necessary adjustments were made, and the program has since operated smoothly and effectively.

As we move forward with the 2026 agreement, our goal is to ensure that all services and responsibilities are clearly outlined to avoid any ambiguity regarding roles and expectations. Below is a summary of the changes from the 2025 agreement:

### Services Removed

- Develop and direct the distribution of news releases, public service announcements, flyers, schedules, reports, and related program information, while coordinating information with appropriate staff.
- Coordinate and manage social media posts to and from the public, including responding to inquiries and directing communications to appropriate personnel (e.g., postponements, cancellations, and announcements).

*Please note: These responsibilities will now be handled by Paul Hankel under his Independent Contractor Agreement with the Horace Park Board.*

### Services Added

- Monitor online shelter and activity center rentals.
- Schedule shelters, activity centers, and field use for Recreation Department programs and events.
- Serve as scheduling liaison for ball fields and other park facility rentals.

### Additional Consideration

During 2025, a cell phone was monitored as part of operations; however, this responsibility was not formally included in the agreement. Rather than continuing to staff this phone, we recommend establishing a Horace Park District Information Line dedicated to important weather updates and event notifications.

We believe these revisions will provide greater clarity and ensure a more streamlined and efficient agreement for 2026. Please let us know if you have any questions or would like to discuss any of these items further.



## Lance Belisle

Recreation Director

☎ 701.551.7120

✉ lance@wfparks.org

🌐 www.wfparks.org

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**WANT TO STAY UP TO DATE ON ALL WEST FARGO PARK DISTRICT NEWS? SUBSCRIBE TO OUR MONTHLY NEWSLETTER!**

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**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 2026 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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## RECREATIONAL PROGRAMMING SERVICES AGREEMENT

**THIS RECREATIONAL PROGRAMMING SERVICES AGREEMENT** (the “Agreement”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (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 2026 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 2026.

**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 2026 for the Horace Park District which will include, but not limited to the following (the "Services"):

- (a) Coordination and supervision of the following recreational programs and events May thru September 2026. **Recreation Sports Programs:** Intro To Pickleball (youth), Sports Sampler, T-Ball, Baseball, Basketball Camp, Soccer League, Learn To Play Flag Football, and Parent Child Golf Simulator (at Golf Addictions) **Creative Art Programs:** Jewelry Making, Journal Design, **Stem & Safety Programs:** Lego, Slime Making, Little Bakers Workshop, Space Rocket, Home Alone Safety, Baby Sitters Training Course, Kids Safety Course. **Stage West Theatre Camps:** Tik Tok Dance Trends and Mind Craft Camp. **Special Events:** Schools out Celebration, June Party in The Park, July Party In The Park, Bean Days.
- (b) Develop and assemble the 2026 spring/summer program activity guide.
- (c) Enter the 2026 spring/summer programs into Rec Desk online registration system.
- (d) Monitor online shelter and activity center rentals. Schedule shelter, activity center and field use for recreation departments program and event use.
- (e) Scheduling liaison for ball field rentals.
- (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 2026 Recreation Budget. Any expenses exceeding the budgeted amount will need prior approval by the Horace Parks Representative.
- i. Recreation Wages           \$72,000
  - 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 Thousand Dollars (\$50,000) (“Compensation”) for West Fargo Parks to provide the Services for 2026. West Fargo Parks will remit an invoice to Horace Parks for the Compensation no later than August 1, 2026, 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, 2026 (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](mailto:lance@wfparks.org)

Horace Parks Representative: Justin Germundson – [justin@horaceparks.org](mailto:justin@horaceparks.org)

(b) 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.

(c) 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 26<sup>th</sup> 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

DRAFT

*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

DRAFT