



**Horace Park Board Meeting
Monday, June 22, 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 – May 27, 2026 (2 – 4)**

Consent Agenda

1. **Bills – \$15,904.35 (5 – 7)**
2. **Financial Report (8 – 13)**

Regular Agenda

1. **Recognition of Audience / Public Comment**
2. **River’s Edge 3rd Addition – Jace Hellman (14 – 15)**
3. **Refunding Improvement Bonds Series 2026B (Independence Park)
– Justin Germundson (16 – 45)**
4. **2027 Budget Preview – Justin Germundson (46)**
5. **Southdale Farms Ballfield Update – Jim Dahlman**
6. **Independence Park Improvements Change Order No. 3 – Eric Larson (47 – 63)**
7. **Engineering Report – Jim Dahlman**
8. **Board Member Reports**
9. **Non-Agenda**
10. **Adjourn**

Special Meeting

1. **Call to Order**
2. **Oaths of Office (64)**
3. **Adjourn**



The Horace Park Board met at 5:30 p.m. on Wednesday, May 27, 2026 at Horace Meeting House. President Frank called the meeting to order. Present were Jason Olsen, Shannon Kist, Paige Shockman, and Wade Frank. Not present was Alex Kjelland.

Meeting Items

Motion: Approve the Order of the Agenda.

1st Motion: Commissioner Olsen

2nd Motion: Commissioner Kist

Action Taken: Motion carried. No opposition.

Motion: Approve April 27, 2026 Minutes.

1st Motion: Commissioner Kist

2nd Motion: Commissioner Shockman

Action Taken: Motion carried. No opposition.

Consent Agenda

Motion: Approve Bills (\$12,019.92) and Financial Report.

1st Motion: Commissioner Olsen

2nd Motion: Commissioner Kist

Action Taken: Motion carried. No opposition.

Recognition of Audience / Public Comment

No public comment.

Recreation Update

Lance Belise (West Fargo Parks) and Kyle Collignon (Horace Parks rec intern) gave a summer program update.

Freed Field Storage Shed Signage

West Fargo Area Youth Fast Pitch requested permission for a sponsorship sign (JL Shelving) on the storage shed.

Motion: Approve the JL Shelving storage shed sign at Freed Field for five years or until sign deteriorates.

1st Motion: Commissioner Olsen

2nd Motion: Commissioner Kist

Action Taken: Motion carried. No opposition.



Southdale Farms Ballfield Update

Interstate Engineer Loren Bothun Dahlman said the estimated cost for one game field is \$325,000. Clerk Germundson reminded everyone the initial budget for this project is \$300,000. President Frank commented more practice space is needed and a priority compared to game fields.

Motion: Prepare bid for four practice fields with benches, batting cages, and parking lot and direct engineer to prepare plans and specifications.

1st Motion: Commissioner Kist

2nd Motion: Commissioner Olsen

Action Taken: Motion carried. No opposition.

Independence Park Improvements Change Order No. 2

Eric Larson (Interstate Engineering) said Change Order No. 2 decreases the contract amount by \$17,368.50.

Motion: Approve Change Order No. 2 for Independence Park Improvements.

1st Motion: Commissioner Shockman

2nd Motion: Commissioner Olsen

Action Taken: Motion carried. No opposition.

Independence Park Playground Evaluation

The board evaluated and scored 9 designs. Design "H" (Dakota Playground Option C) received the highest score.

Motion: Award the Independence Park Playground to Dakota Playground Option C.

1st Motion: Commissioner Olsen

2nd Motion: Commissioner Kist

Action Taken: Motion carried. No opposition.

Engineering Report

Park Engineer Dahlman discussed future developments.

Board Member Reports

Commissioner Olsen discussed the \$1,000 Horace Lions sponsorship. Vice President Shockman requested a board retreat this summer. President Frank reviewed recent meetings with the City.

Non-Agenda Items

Nothing to report.

Meeting adjourned 6:17 p.m.



President Wade Frank

Clerk Justin Germundson

06/16/26
11:23:31

HORACE PARKS
Claim Approval List
For the Accounting Period: 6/26

Page: 1 of 3
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
784		83 Aqua Lawn	270.00						
	102129	05/19/26 startup; terra	270.00			4030 451200	494		101000
		Total for Vendor:	270.00						
790		1 Cass County Electric	541.36						
	83279	06/04/26 freed	176.00			4030 451200	351		101000
	1085070	06/04/26 lions	30.00			4030 451200	351		101000
	1172715	06/04/26 meadowlark	335.36			4030 451200	351		101000
		Total for Vendor:	541.36						
794		119 CI Sport	517.70						
	898008	06/01/26 baseball	186.20			4030 451400	500		101000
	898010	06/01/26 t-ball	331.50			4030 451400	500		101000
		Total for Vendor:	517.70						
792		22 City of Horace	278.36						
	11096-00	06/01/26 service; freed	111.60			4030 451200	351		101000
	11052-00	06/01/26 service; freed	91.26			4030 451200	351		101000
	44227-00	06/01/26 service; meadowlark	75.50			4030 451200	351		101000
		Total for Vendor:	278.36						
785		90 Games To Go	1,429.15						
	012250	05/21/26 end of school	1,429.15			4030 451400	505		101000
		Total for Vendor:	1,429.15						
795		137 Horace Baseball	311.74						
	13652	04/18/26 bases reimb	311.74			4030 451200	420		101000
		Total for Vendor:	311.74						
793		53 Jiffy Jon's	344.00						
	79396	05/31/26 lions, terra	344.00			4030 451200	494		101000
		Total for Vendor:	344.00						

06/16/26
11:23:31

HORACE PARKS
Claim Approval List
For the Accounting Period: 6/26

Page: 2 of 3
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
796		131 Kyle Collignon	33.21						
	45	mileage; may	33.21			4030 451400	500		101000
		Total for Vendor:	33.21						
787		24 Ohnstad Twichell, PC	185.00						
	215796	05/14/26 audit letter	185.00*			4030 451000	369		101000
		Total for Vendor:	185.00						
797		120 Paul Hankel	1,750.00						
	11	06/16/26 social media management	1,750.00*			4030 451000	109		101000
		Total for Vendor:	1,750.00						
786		117 Platinum Plus DJ	375.00						
	52126	03/03/26 end of school	375.00			4030 451400	505		101000
		Total for Vendor:	375.00						
788		96 Valley Landscaping	4,763.00						
	26-3205	05/21/26 weed control, fertilizer	4,763.00			4030 451200	495		101000
		Total for Vendor:	4,763.00						
789		113 Widmer Roel	5,000.00						
	363734	05/07/26 2025 audit; final	5,000.00*			4030 451000	369		101000
		Total for Vendor:	5,000.00						
798		64 Xcel Energy	105.83						
	980565020	06/03/26 8873 lost river n; gas	45.89			4030 451200	351		101000
	980551409	06/03/26 8873 lost river s; gas	59.94			4030 451200	351		101000
		Total for Vendor:	105.83						
		# of Claims	14	Total:	15,904.35	# of Vendors	14		

06/16/26
11:23:31

HORACE PARKS
Fund Summary for Claims
For the Accounting Period: 6/26

Page: 3 of 3
Report ID: AP110

Fund/Account	Amount
4030 GENERAL FUND	
101000 Cash Account	15,904.35
Total:	15,904.35

12: 30: 00

Income Statement - Comparison to Prior Year
For the Accounting Period: 5 / 26

4030 GENERAL FUND

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Pri or Year Month	Pri or Year YTD
Revenue							
310001	Property Taxes	3,122.56	191,912.50	308,851.00	-116,938.50	3,957.40	238,953.86
335600	State Aid	4,759.68	25,215.38	55,000.00	-29,784.62	3,801.72	22,742.81
340001	Recreation Programs	2,234.79	14,062.21	20,000.00	-5,937.79	5,763.74	17,334.18
340005	Field Fees			5,000.00	-5,000.00		
340010	Miscellaneous	0.29	1,088.66	1,000.00	88.66		1,763.00
	Total	10,117.32	232,278.75	389,851.00	-157,572.25	13,522.86	280,793.85
Expenses							
451000	ADMINISTRATION						
109	Staff Wages	1,750.00	6,250.00	7,000.00	750.00		
111	Board Wages		2,500.00	10,000.00	7,500.00		2,500.00
112	Clerk Wages	905.63	6,268.95	14,000.00	7,731.05	1,298.06	6,235.24
210	Technology		9,400.73	13,000.00	3,599.27		8,403.68
220	Payroll Taxes	266.34	1,358.48	9,000.00	7,641.52	141.00	1,081.58
321	Insurance	4,877.00	5,439.09	12,000.00	6,560.91	4,359.00	4,591.45
369	Audit	1,500.00	14,503.64	15,000.00	496.36	298.00	523.50
380	Miscellaneous	16.00	327.15	5,000.00	4,672.85	50.00	2,140.00
890	Transfer Out			20,000.00	20,000.00		
	Total Account	9,314.97	46,048.04	105,000.00	58,951.96	6,146.06	25,475.45
451200	PARK						
109	Staff Wages	2,576.00	8,989.00	50,000.00	41,011.00	545.00	5,202.50
351	Utilities	1,156.92	8,365.00	30,000.00	21,635.00	828.44	7,138.17
420	Operations	718.69	4,158.68	15,000.00	10,841.32	799.00	955.07
424	Gas / Oil	437.99	697.87	4,000.00	3,302.13	255.60	321.63
427	Repairs	1,250.00	4,844.42	8,000.00	3,155.58		810.00
494	Bldgs / Grounds	1,606.10	2,329.67	29,000.00	26,670.33	657.05	2,375.12
495	Herbicide			15,000.00	15,000.00		
641	Equipment		22,817.60	25,000.00	2,182.40	8,360.00	8,360.00
	Total Account	7,745.70	52,202.24	176,000.00	123,797.76	11,445.09	25,162.49
451400	RECREATION						
109	Staff Wages			72,000.00	72,000.00		
500	Supplies	39.25	3,660.27	18,000.00	14,339.73	1,656.46	7,259.22
505	Special Events	1,178.65	1,976.94	18,000.00	16,023.06	1,589.48	4,134.31
	Total Account	1,217.90	5,637.21	108,000.00	102,362.79	3,245.94	11,393.53
	Total	18,278.57	103,887.49	389,000.00	285,112.51	20,837.09	62,031.47
	Net Income from Operations	-8,161.25	128,391.26			-7,314.23	218,762.38

Income Statement - Comparison to Prior Year
For the Accounting Period: 5 / 26

4050 SPECIAL ASSESSMENTS

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Pri or Year Month	Pri or Year YTD
Revenue							
310001	Property Taxes		183,599.50	237,637.00	-54,037.50		97,373.61
	Total	0.00	183,599.50	237,637.00	-54,037.50	0.00	97,373.61
Expenses							
470000	INTERGOVERNMENTAL						
630	Special Assessments		247,026.50	235,000.00	-12,026.50		132,408.21
	Total Account		247,026.50	235,000.00	-12,026.50		132,408.21
	Total	0.00	247,026.50	235,000.00	-12,026.50	0.00	132,408.21
	Net Income from Operations		-63,427.00				-35,034.60
	Net Income	0.00	-63,427.00			0.00	-35,034.60

12: 30: 00

Income Statement - Comparison to Prior Year
For the Accounting Period: 5 / 26

4051 SPECIALS; REFI 26

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Pri or Year Month	Pri or Year YTD
Expenses							
451000	ADMINISTRATION						
631	Improvements		51,826.50		-51,826.50		
	Total Account		51,826.50		-51,826.50		
470000	INTERGOVERNMENTAL						
630	Special Assessments		3,962,063.67		-3,962,063.67		
	Total Account		3,962,063.67		-3,962,063.67		
490000	Debt Service						
710	Principal		100,000.00		-100,000.00		
720	Interest		29,997.51		-29,997.51		
	Total Account		129,997.51		-129,997.51		
	Total	0.00	4,143,887.68	0.00	-4,143,887.68	0.00	0.00
	Net Income from Operations		-4,143,887.68				
Other Revenue							
391000	Bond Proceeds		3,881,030.69		3,881,030.69		
	Total Other	0.00	3,881,030.69	0.00	3,881,030.69	0.00	0.00
	Net Income	0.00	-262,856.99			0.00	0.00

Income Statement - Comparison to Prior Year
For the Accounting Period: 5 / 26

4060 RECREATION FUND

Account Object	Description	----- Current Year -----				----- Last Year -----	
		Current Month	Current YTD	Budget	Variance	Pri or Year Month	Pri or Year YTD
Revenue							
310001	Property Taxes	2,637.09	171,047.62	251,280.00	-80,232.38	2,996.25	183,248.87
	Total	2,637.09	171,047.62	251,280.00	-80,232.38	2,996.25	183,248.87
Expenses							
451000	ADMINISTRATION						
631	Improvements		80,000.00	251,000.00	171,000.00	26,278.95	54,494.91
	Total Account		80,000.00	251,000.00	171,000.00	26,278.95	54,494.91
	Total	0.00	80,000.00	251,000.00	171,000.00	26,278.95	54,494.91
	Net Income from Operations	2,637.09	91,047.62			-23,282.70	128,753.96
	Net Income	2,637.09	91,047.62			-23,282.70	128,753.96

HORACE PARKS
Cash Report
For the Accounting Period: 5/26

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
4030 GENERAL FUND						
101000 Cash Account	138,305.04	10,400.77	0.00	2,794.13	15,767.89	130,143.79
4050 SPECIAL ASSESSMENTS						
101000 Cash Account	-62,906.25	0.00	0.00	0.00	0.00	-62,906.25
4051 SPECIALS; REFI 26						
101000 Cash Account	-262,856.99	0.00	0.00	0.00	0.00	-262,856.99
4060 RECREATION FUND						
101000 Cash Account	97,246.73	2,637.09	0.00	0.00	0.00	99,883.82
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	118,070.34	10,095.46	0.00	0.00	0.00	128,165.80
5021 TERRA GARDENS DS						
101000 Cash Account	108,908.72	3,627.59	0.00	0.00	0.00	112,536.31
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	108,854.47	5,455.70	0.00	0.00	0.00	114,310.17
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	76,752.24	0.00	0.00	0.00	0.00	76,752.24
5051 INDEP PARK C						
101000 Cash Account	-93,245.95	0.00	0.00	250.80	0.00	-93,496.75
7910 Payroll Clearing						
101000 Cash Account	914.57	0.00	3,747.97	4,171.07	0.00	491.47
7930 Claims Clearing						
101000 Cash Account	43.50	0.00	12,019.92	10,269.92	0.00	1,793.50
8000 CAPITAL IMPROVEMENTS						
101000 Cash Account	696,335.67	3,486.65	0.00	0.00	0.00	699,822.32
9000 GENERAL FUND RESERVES						
101000 Cash Account	200,000.00	0.00	0.00	0.00	0.00	200,000.00
Totals	1,288,146.02	35,703.26	15,767.89	17,485.92	15,767.89	1,306,363.36

*** 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.

06/16/26
12:32:40

HORACE PARKS
Check Register
For the Accounting Period: 5/26

Page: 1 of 2
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
2759	S	1 Cass County Electric	729.71	05/19/26	5/26	CL 776	729.71
2760	S	22 City of Horace	272.16	05/19/26	5/26	CL 777	272.16
2761	S	16 Insure Forward	4877.00	05/19/26	5/26	CL 778	4877.00
2762	S	53 Jiffy Jon's	292.00	05/19/26	5/26	CL 779	292.00
2763	S	75 Park & Play USA	1250.00	05/19/26	5/26	CL 783	1250.00
2764	S	120 Paul Hankel	1750.00	05/19/26	_____	CL 782	1750.00
2765	S	39 PFM Financial Advisors	1500.00	05/19/26	5/26	CL 781	1500.00
2766	S	96 Valley Landscaping	1194.00	05/19/26	5/26	CL 780	1194.00
2767	S	64 Xcel Energy	155.05	05/19/26	5/26	CL 775	155.05
Total for Claim Checks			12019.92				
Count for Claim Checks			9				

* denotes missing check number(s)

of Checks: 9 Total: 12019.92

5522 36th St S
Fargo, ND 58104



701-566-2129
riversedgendnd.com

June 15, 2026

Horace Park Board
Horace Park District
PO Box 161
Horace, ND 58047

RE: River's Edge 3rd Addition Park Board Request

Board Members,

Rivers Edge Estates LLC is proposing to subdivide approximately 1.87 acres on the south end of Rivers Edge 2nd Addition into three additional single family residential lots. In addition to the plat request, we are seeking to rezone the 1.87 acres from Agricultural (AG) to Compact Residential (CR).

Public land dedication for Rivers Edge 2nd addition exceeded the 10% requirement per Horace City Code with approximately 10.89 acres being dedicated through the platting process. We are requesting that the Public Land Dedication Requirement be waived for Rivers Edge 3rd Addition due to the over dedication with Rivers Edge 2nd Addition.

Public infrastructure necessary to serve the proposed lots has already been installed as part of River's Edge 2nd Addition. Water, sanitary sewer, storm sewer, and roadway improvements currently exist and are available to serve the proposed development. No extensions of public utilities or construction of new public infrastructure are required to support this plat request.

We respectfully request that the Park Board review and approve the Rivers Edge 3rd Addition Plat request at their June 22nd Park Board Meeting.

Sincerely,



Jace Hellman, AICP
Development Manager
Rivers Edge Estates, LLC



Horace Park Board Meeting
Monday, June 22, 2026
Agenda Item Description

Contact person:

Justin Germundson – Clerk

Agenda title:

Refunding Improvement Bonds Series 2026B (Independence Park)

Description of request:

These are the bonds for Independence Park. \$2,000,000 issuance with 20-year amortization.

Action being requested from the Park Board:

Resolution authorizing the issuance of improvement warrants and exchanging them for \$2,015,000 Refunding Improvement Bonds, Series 2026B.

**RESOLUTION AUTHORIZING THE ISSUANCE OF
IMPROVEMENT WARRANTS AND EXCHANGING THEM FOR
\$2,015,000 REFUNDING IMPROVEMENT BONDS, SERIES 2026B**

PARK DISTRICT OF THE CITY OF HORACE, NORTH DAKOTA

Adopted: June 22, 2026

This instrument was drafted by:

Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, ND 58078-0458

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Attachment 1 – Schedule of Maturities

Attachment 2 – Form of Bonds

Attachment 3 – Form of Improvement Warrant

Attachment 4 – Form of Limited Continuing Disclosure Certificate

Commissioner _____ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE ISSUANCE OF
IMPROVEMENT WARRANTS AND EXCHANGING THEM FOR
\$2,015,000 REFUNDING IMPROVEMENT BONDS, SERIES 2026B**

WHEREAS, the Park District of the City of Horace, North Dakota (the “Issuer”) has previously created one or more improvement districts as set out in this resolution for the purpose of constructing municipal improvements (the “Improvements”); and

WHEREAS, to finance such Improvements, the Issuer will issue one or more improvement warrants and has levied or will levy assessments on the property in the improvement district(s) benefitted thereby to pay for the warrants; and

WHEREAS, pursuant to Chapter 40-27 of the North Dakota Century Code, the Issuer will immediately exchange the warrant(s) for its \$2,015,000 Refunding Improvement Bonds, Series 2026B (the “Bonds”); and

WHEREAS, proceeds of the Bonds will be used to (i) finance or reimburse the Issuer for the Improvements; and (ii) pay costs of issuance for the Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Issuer as follows:

1. Definitions.

1.01. “*Annual Report*” means any annual report provided by the Issuer pursuant to, and as described in Sections 3 and 4 of the Limited Continuing Disclosure Certificate.

1.02. “*Beneficial Owner*” means the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant.

1.03. “*Bond Fund*” means the fund created by Section 8 of this Resolution.

1.04. “*Bond Proceeds*” means money derived from the sale of the Bonds.

1.05. “*Bond Registrar*” means UMB Bank, N.A., 120 South Sixth Street, Suite 1400, Minneapolis, MN 55402, the entity responsible for maintaining records on behalf of the issuer for the purpose of recording the names of the owners of Registered Bonds; with respect to the Bonds, the Bond Registrar is the same entity as the Paying Agent.

1.06. “*Bonds*” means the Park District of the City of Horace \$2,015,000 Refunding Improvement Bonds, Series 2026B.

1.07. “*Bond Counsel*” means Ohnstad Twichell or any other attorney or firm of attorneys that represents the issuer of a bonds with respect to the issuance of bonds that renders a written legal opinion to, or as counsel for the issuer with respect to the legal validity of the Bonds.

1.08. “*Book-Entry-Only-Period*” means the period from when the Bonds are initially issued during which they remain in book-entry form only.

1.09. “*Clerk*” or “*Park District Clerk*” means the person acting or appointed as Clerk by the Governing Board in accordance with N.D.C.C. § 40-49-08.

1.10. “*Closing Date*” means _____, 2026.

1.11. “*Construction Fund*” means the fund created by Section 9 of this resolution to which Bond Proceeds will be deposited and used to pay for the costs incurred for the Improvements.

1.12. “*Depository Trust Company*” or “*DTC*” means a limited purpose trust company established in 1973 and organized under the laws of the State of New York or any of its successors or successors and having a current address of 570 Washington Blvd., Jersey City, New Jersey 07310.

1.13. “*District*” means Park Improvement District No. 2025-1, consisting of Improvements to Independence Park.

1.14. “*EMMA*” means the Electronic Municipal Market Access (EMMA®) system operated by the MSRB as the primary portal for complying with the continuing disclosure requirements of the Rule.

1.15. “*ERISA*” means the Employee Retirement Income Security Act of 1974 as amended from time to time.

1.16. “*Final Official Statement*” means the deemed final official statement dated _____, 2026, delivered in connection with the Bonds, which is available from the MSRB.

1.17. “*Financial Obligation*” means a (i) debt obligation; (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

1.18. “*Financial Statements*” means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

1.19. “*Fiscal Year*” means a 12-month period commencing on January 1 and ending on December 31 of each year that this Resolution is in effect.

1.20. “*GAAP*” means Generally Accepted Accounting Principles; a set of accounting rules, standards, and procedures issued and frequently revised by the Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB) to ensure consistency, accuracy, and transparency in financial reporting across various industries and governmental accounting in the United States.

1.21. “*Governing Board*” means the Board of Park Commissioners of the Park District of the City of Horace, North Dakota.

1.22. “*Holder*” means the person in whose name a Bond is registered or a beneficial owner of such a Bond. See “*Owner*.”

1.23. “*Improvement Warrants*” means the warrants issued by the Issuer for the Improvement District in accordance with Section 4 of this Resolution.

1.24. “*Improvements*” means the planning, design, and construction of municipal infrastructure within the Improvement District.

1.25. “*I.R.C.*” means the Internal Revenue Code, as amended from time to time.

1.26. “*Issuer*” means the Park District of the City of Horace, North Dakota, which is the obligated person with respect to the Bonds.

1.27. “*Letter of Representations*” means a letter of agreement between an issuer and the DTC, containing various representations made to DTC by the issuer; this letter is in a standard form prescribed by DTC and is necessary before the issuer’s securities can be deposited with DTC.

1.28. “*Limited Continuing Disclosure Certificate*” means the final form of the Certificate attached as Attachment 3 to this Resolution.

1.29. “*Material Adverse Effect*” means a material adverse change or effect on the operations, financial condition, properties or liabilities of the Issuer; provided that a Material Adverse Effect, will not be deemed to include (i) a change as a result of the issuance of the Bonds; (ii) events or conditions arising from changes in the general economic conditions of the Issuer or the State; or (iii) changes in GAAP.

1.30. “*Material Event*” means any of the events listed in Section 5(a) of the Limited Continuing Disclosure Certificate.

1.31. “*MSRB*” means the Municipal Securities Rulemaking Board located at 1300 I Street NW, Suite 1000, Washington, D.C.

1.32. “*Municipal Advisor*” means a professional registered with the SEC who provides financial advice to state and local governments regarding the issuance of bonds and other financial products.

1.33. “*N.D.C.C.*” means the North Dakota Century Code, the codified law of the State of North Dakota, as amended.

1.34. “*Nominee*” means CEDE & CO., as the nominee Bond Registrar of DTC, or any nominee of the existing or successor DTC.

1.35. “*Owner*” has the same meaning as “*Holder*.”

1.36. “*Participant*” means any broker, dealer, bank, or any other financial institution for which DTC holds Bonds as securities depository.

1.37. “*Participating Underwriter*” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

1.38. “*Paying Agent*” means UMB Bank, N.A., 120 South Sixth Street, Suite 1400, Minneapolis, MN 55402, the entity appointed, who is responsible for making payments of interest and principal to the Holders; with respect to the Bonds, the Paying Agent is the same entity as the Bond Registrar.

1.39. “*Paying Agent Agreement*” means the agreement by and between the Issuer and Paying Agent, whereby UMB Bank, N.A. agrees to act on behalf of Issuer as Paying Agent, Bond Registrar, and Transfer Agent in relation to the Bonds.

1.40. “*Preliminary Official Statement*” means the preliminary official statement dated _____, 2026, relating to the Bonds.

1.41. “*President*” means the duly elected President of the Governing Board, in accordance with N.D.C.C. § 40-49-08.

1.42. “*Purchaser*” means _____, the purchaser of the Bonds in accordance with the terms and conditions of the Related Documents.

1.43. “*Regulations, Amended Regulations, and Proposed Regulations*” means the U.S. Department of the Treasury’s official interpretations of the I.R.C. as amended or proposed from time to time.

1.44. “*Related Documents*” means this Resolution, the Limited Continuing Disclosure Certificate, the Paying Agent Agreement, the Final Official Statement, the Tax Compliance Certificate, and the Improvement Warrants.

1.45. “*Repository*” means EMMA®.

1.46. “*Resolution*” means this resolution dated June 22, 2026, and duly approved by the Governing Board.

1.47. “*Rule*” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

1.48. “*SEC*” means Securities and Exchange Commission.

1.49. “*Special Assessment Revenue*” means the revenues generated by the collection of Special Assessments by the Issuer.

1.50. “*Special Assessments*” are the annual installments of principal and interest levied and collected by the Issuer as a charge against parcels benefited by the Improvements in accordance with Chapters 40-23 and 40-25 of the N.D.C.C.

1.51. “*Tax Compliance Certificate*” means the certificate executed by the Issuer in connection with the Bonds setting forth the covenants, procedures, and process by which the Issuer will ensure that the interest earned on the Bonds remains tax exempt in accordance with the I.R.C.

2. Authorization and Sale.

2.01. The Issuer has duly created Park Improvement District No. 2025-1 (the “District”).

2.02. The Issuer has duly ordered, received, and approved engineer’s reports and the estimates of the costs of the Issuer’s portion of the acquisition, construction, improvement, and development of the Improvements which will be of special benefit to the properties in the District. It is determined that the total benefits which will result from the improvements to properties within the District will not be less than the cost thereof to the Issuer. In anticipation of the collection of special assessments levied for the Improvements, the Issuer is authorized to issue the Bonds. All acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed preliminary to the issuance and sale of the Bonds authorized herein have been done, do exist, have happened, and have been performed as so required.

2.03. The actions heretofore taken by the Park District Clerk and others relating to the sale of the Improvement Warrant(s) and Bonds sold on this date, are approved, ratified and confirmed; that, having considered all bids received for the purchase of the Improvement Warrant(s), it is hereby found and determined that the most favorable of such bids is that of [] to purchase the warrant(s) at a price of \$_____ plus accrued interest, on the condition that the warrant(s) shall be exchanged on a par for par basis for the Bonds described in this Resolution, which terms are equivalent to an average annual true interest rate on the Bonds of _____% per annum; that the President and the Clerk are authorized and directed to make and execute all documents necessary on the part of the Issuer for the sale of the Improvement Warrant(s) and Bonds in accordance with this Resolution.

3. Special Assessments.

3.01. The Issuer covenants and agrees with all holders of each Improvement Warrant and Bonds that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of Special Assessments against properties within each Improvement District benefitted by the Improvements as set out in Section 4, in an aggregate amount equal to the total cost of the Improvement to the Issuer, except any portion, not exceeding one fifth of the cost of the Improvement and not exceeding any applicable constitutional or statutory debt limit, as the Issuer may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. In the event that the Special Assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or by the Governing Board or by any officers or employees, either in the making of the assessment or in the performance of any condition precedent thereto, the Issuer covenants and agrees that it will forthwith do all such further acts and take all such further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract. The installments of Special Assessments from time to time remaining unpaid shall bear interest at the rate of ____% per annum and the Special Assessments shall be levied in equal annual installments of principal as set out in Section 4 against

benefited parcels. Should any such Special Assessments be at any time determined to be invalid or unenforceable for any reason, the Issuer will take all such further actions and proceedings as may be required by law to make such assessment a valid and binding lien upon the properties in the Improvement District.

3.02. The Special Assessment Revenue collected from the levy of the Special Assessments shall be deposited into the Bond Fund set forth in Section 9 of this Resolution.

4. The Improvement Warrants.

4.01. Each Improvement Warrant shall bear interest from the date of issue until paid at the rate of _____% per annum, payable semiannually on each May 1 and November 1, commencing November 1, 2026. Each Improvement Warrant shall be exchanged for the Bonds at closing. The principal of and interest on each warrant shall be payable at the office of the Clerk. Each Improvement Warrant shall be in the principal amounts set forth below, and shall be payable on May 1 in the respective years and amounts as follows:

<u>District Designation</u>	<u>Principal Amount</u>	<u>Years Levied</u>	<u>Amounts and Years of Payment</u>
Park Improvement District No. 2025-1	\$2,015,000	2026-2045	\$_____ in each of the years 2027 through 2046

4.02. Each improvement warrant shall be typewritten and photocopied in substantially the form attached hereto as **Attachment 3**.

5. Terms of Bonds.

5.01. The Bonds shall initially be dated July 15, 2026. Bonds issued upon exchange or transfer after May 1, 2027, shall be dated as of the interest payment date next preceding their issuance, or if the date of such issuance shall be on an interest payment date as of the date of such issue; provided, however, that if interest on the Bonds shall be in default, the Bonds shall be dated as of the date to which interest has been paid in full on the Bonds being transferred. The Bonds shall be issued in fully registered form in denominations of \$5,000 or any multiple thereof, of single maturities. The Bonds shall be numbered in consecutive numerical order from R-1 upwards as issued and shall mature on May 1 in the years and in the amounts and shall bear interest at the rates set forth in the Schedule of Maturities and Interest Rates attached hereto as **Attachment 1**.

5.02. Interest on the Bonds and, upon presentation and surrender thereof, the principal thereof shall be payable in lawful money of the United States of America by check or draft by UMB Bank, as Paying Agent, or its successor. Interest shall be payable on May 1 and November 1 in each year, commencing November 1, 2026, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month. Interest on the Bonds shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof presents the same for payment and payment is refused.

6. Redemption.

6.01. The Bonds maturing on or after May 1, 2034, are subject to redemption and prepayment at the option of the Issuer on May 1, 2033, or on any date thereafter, at par, plus

accrued interest to the date of redemption. Such Bonds are redeemable in whole or in part, in any order of maturity as requested by the Issuer and by lot within each maturity. Not less than thirty (30) calendar days prior to the date specified for redemption and prepayment of any portion of the Bond, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, Paying Agent, and registered owner of the Bond to be redeemed in whole or in part at the address shown on the registration books of the Bond Registrar.

6.02. Redemption may be conditioned on sufficient funds being held by the Issuer on or before noon on the applicable redemption date to pay the full redemption price, and if at such time the amount so held is not sufficient to pay all amounts required to effect the noticed redemption in full, the redemption shall be cancelled, with all Bonds tendered for such redemption being returned to the holders thereof and no liability on the Issuer shall arise as a result of such cancellation.

7. Execution.

7.01. The Bonds shall be prepared under the supervision and at the direction of the Clerk, executed by the manual signature of the President of the Board of Park Commissioners, and attested to by the manual signature of the Clerk and delivered to the holder at closing upon receipt of the purchase price plus any accrued interest. The Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

7.02. The Bonds shall be reproduced in substantially the form attached to this Resolution as **Attachment 2**.

8. Bond Fund.

8.01. There shall be and is hereby established a special fund to be maintained by the Clerk separate and apart from all other funds of the Issuer, to be designated as the Refunding Improvement Bonds, Bond Fund (the "Bond Fund"). To the Bond Fund shall be credited each Improvement Warrant issued by this Resolution when received by the Clerk, which Improvement Warrant(s) shall thereupon become and shall thereafter be held as an asset of the Bond Fund, and the proceeds of all Special Assessments for each Improvement Warrant so acquired shall be held by the Issuer in trust for the use and benefit of the holders from time to time of the Bonds herein authorized. The Special Assessments levied for each Improvement Warrant shall be continued and payments shall be made therefrom on each improvement warrant drawn thereon in the same manner as though each improvement warrant had not been exchanged. All payments of principal and interest made on each Improvement Warrant shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest become due. Additionally, the Clerk shall apply any Bond Proceeds remaining in the Construction Fund following the completion of construction of the Improvement to the associated account in the Bond Fund.

8.02. In the event the moneys in the Bond Fund should at any time be insufficient to meet all payments of principal and interest then due on the Bonds, said moneys shall be first used to pay the interest accrued on all outstanding Bonds issued pursuant to this Resolution, and the balance shall be applied in payment of the principal of said Bonds in order of their maturity dates,

earliest Bonds first, Bonds bearing the same maturity dates being paid pro rata. Subject to Section 6.04 of this Resolution, the Issuer reserves the right and privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new refunding improvement bonds payable from said fund, which refunding improvement bonds shall be on a parity with those theretofore issued as to interest charges thereon, but the maturity thereof shall be subsequent to the maturity of all Bonds payable from said fund and then outstanding, provided that no holder of Bonds herein authorized to be issued shall be obligated to accept any such refunding improvement bond in exchange for any of such matured Bond.

9. Construction Fund.

9.01. The Issuer shall establish the Refunding Improvement Bonds, Bond Fund Construction Fund (the "Construction Fund") which shall be maintained as a separate fund and used only to pay or reimburse costs and expenses which, under accepted accounting practices, constitute capital costs necessarily incurred to construct the Improvements, including but not limited to land, easements, buildings, structures, machinery, and equipment and the cost of all architectural, engineering, legal, and other professional services, printing and publication and other costs reasonable, necessary and incidental thereto. To this fund shall be credited all the Bond Proceeds, except accrued interest which will be deposited into the Bond Fund. Only costs and expenses of the Improvements shall be paid from time to time as incurred from the Construction Fund, and the monies in the Construction Fund should be used for no other purposes. If upon the completion of the Improvements there shall remain any unexpended balance of Bond Proceeds in the Construction Fund, such balance shall be swept and transferred to the Bond Fund.

10. Covenants of Issuer.

10.01. The Issuer will use due diligence to collect said Improvement Warrants and to levy and collect the Special Assessments appropriated for their payment.

10.02. The Issuer will preserve and enforce for the benefit of the Holders from time to time of the Bonds all of the rights, powers and privileges reserved to the Holders of each Improvement Warrant.

10.03. At the time and in the manner prescribed by N.D.C.C. § 40-26-08, as amended, the Governing Board of the Issuer will levy general taxes on all taxable property in the corporate limits of the Issuer and/or appropriate sums from all other legally available funds for the payment of any deficiency in said Improvement District funds and will cause the proceeds thereof to be applied in payment of the principal of and interest on the then unpaid Improvement Warrants drawn on said funds; provided that the Issuer reserves the right to levy taxes in the manner and to the extent permitted by law and/or to appropriate sums from other legally available funds for payment and discharge of any deficiency in said improvement district funds prior to the date upon which it may become obligatory to levy such deficiency taxes, and the amounts thereof shall be credited against the levies which the Issuer might otherwise have been obligated to make.

11. Negative Covenants.

11.01. The Issuer shall not (i) consent or agree to or permit any rescission of or amendment to the Improvement Warrants set forth in Section 4 which would reduce the amount of the Improvement Warrant or which would in any manner materially impair or materially

adversely affect the rights of, or the validity, perfection or priority of the security interest of the Holders in and to, the Improvement Warrants, and (ii) amend, modify or supplement, nor agree to any amendment or modification of, or supplement to, any of the Related Documents or consent to, or permit or suffer to occur any action, course of dealing or omission which results in, or is equivalent to, an amendment, supplementation, termination or modification of any of the Related Documents, without the prior written consent of the Holders and any such amendment, supplementation, termination or modification made or entered into in violation of this subsection shall be deemed a nullity and of no force and effect.

11.02. The Issuer shall not directly or indirectly liquidate, wind up, terminate, reorganize, dissolve, merge or consolidate (or suffer any liquidation, winding up, termination, reorganization, or dissolution), except as consented to in writing by the Holder in its sole discretion.

11.03. The Issuer will not adopt, permit or consent to any change in accounting practices other than as required by GAAP and will not adopt, permit or consent to any change in its Fiscal Year or take (or permit to be taken) any action that results in (a) a change to its entity classification for federal or state income tax purposes, or (b) a change to the method of accounting applicable to the Improvement Warrants, or the times of commencement or termination of Fiscal Years or other accounting periods relating to Improvement Warrants without first disclosing in writing such change to the Holders.

11.04. To the extent that ERISA may become applicable to the Issuer, the Issuer will not violate ERISA in any way that could reasonably be expected to have a Material Adverse Effect.

11.05. The Issuer shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Bond from the gross income of the holders thereof for purposes of federal income taxation under the IRC and state income taxation.

12. Arbitrage.

12.01. The Issuer covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Bonds to become subject to taxation under the IRC and Regulations, Amended Regulations, and Proposed Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

13. Parity Warrants and Bonds.

13.01. The Issuer hereby reserves the right to issue additional improvement warrants and refunding improvement bonds, payable on a parity with the Bonds issued hereunder and the warrants to be exchanged for the Bonds issued hereunder, to the extent required to complete the Improvements, provided that the total amount of special assessments and taxes appropriated for payment of the cost of the Improvements shall not be less than the total amount of warrants issued with respect thereto.

14. Discharge.

14.01. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants, and other rights granted by this Resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the paying agent on or before that date a sum sufficient for the payment thereof in full; or if any Bond shall not be paid when due, the same may nevertheless be discharged by depositing with the paying agent a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds according to their terms, by depositing with the paying agent on or before that date an amount equal to the principal, interest, and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The Issuer may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required to pay all principal, interest and redemption premium to become due thereon to maturity or said redemption date.

15. Designation of Bond Registrar and Paying Agent.

15.01. The Issuer hereby designates UMB Bank, N.A., as Paying Agent and Bond Registrar for the Bonds.

16. Certificate of Proceedings.

16.01. The officers of the Issuer are hereby authorized and directed to prepare and furnish to said purchaser, and to the attorneys approving the legality of said Bonds, certified copies of such proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of said Bonds, and all certified copies, certificates, affidavits, and other instruments so furnished, including any heretofore furnished, shall constitute representations of the Issuer as to the correctness of all facts stated or recited therein.

17. Book Entry System.

17.01. The Bonds shall be initially issued and, so long as they remain in book-entry form only (the "Book-Entry-Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or successors to its functions hereunder ("DTC") will act as securities depository for the Bonds.

17.02. Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar in the name of CEDE & CO., as the nominee (it or any nominee of the existing or successor DTC, the "Nominee").

17.03. With respect to the Bonds, neither the Issuer nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for

which DTC holds Bonds as securities depository (the “Participant”) or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the “Beneficial Owner”). Without limiting the immediately preceding sentence, neither the Issuer, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (a) the accuracy of the records of DTC, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (b) the delivery to any Participant, any Holder or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (d) the consent given or other action taken by DTC as the Registered Holder of any Bonds. For purposes of securing the vote or consent of any Holder under this Resolution, the Issuer may, however, rely upon an omnibus proxy under which DTC assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

17.04. The Issuer and the Bond Registrar may treat as and deem DTC to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

17.05. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in Section 18 (with respect to registration, transfer, exchange) hereof, references to the Nominee hereunder shall refer to such new Nominee.

17.06. So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or Issuer, as the case may be, to DTC as provided in the Letter of Representations, to DTC required by DTC as a condition to its acting as book-entry DTC for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to DTC’s role as book-entry depository for the Bonds, collectively hereinafter referred to as the “Letter of Representations”).

17.07. All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to authorized denominations and shall be effected by procedures by DTC with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

17.08. In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the Issuer or Bond Registrar with respect to any consent or other action to be taken by Holders, DTC shall consider the date of receipt of notice requesting

such consent or other action as the record date for such consent or other action; provided, that the Issuer or the Bond Registrar may establish a special record date for such consent or other action. The Issuer or the Bond Registrar shall, to the extent possible, give DTC notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

17.09. Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency registrar agreement shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

17.10. In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a bond of a lesser denomination as provided in Section 6.05 hereof, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

18. Transfer.

18.01. Except as provided above, the Bonds are transferable upon the books of the Issuer at the principal office of the Bond Registrar, UMB Bank, N.A., Minneapolis, MN, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new bond or bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange. No transfer of bonds shall be required to be made during the fifteen (15) days next preceding an interest payment date, nor during the forty-five (45) days next preceding the date fixed for redemption of such Bonds.

18.02. The Issuer and the Bond Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

19. Termination of Book-Entry Only System.

19.01. DTC may discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer and discharging its responsibilities with respect thereto under applicable law. The Issuer may terminate the services of DTC with respect to the Bond if it determines that DTC is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through DTC is not in the best interests of the Issuer or the Beneficial Owners.

19.02. Upon termination of the services of DTC as provided in the preceding paragraph, and if no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to assume such functions upon reasonable or customary terms, or if the Issuer determines that it is in the best interests of the Issuer or the Beneficial Owners of the Bonds that the Beneficial Owners be able to obtain certificates for

the Bonds, the Bonds shall no longer be registered as being registered in the Bond Register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with Section 17 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with Section 18 (with respect to registration, transfer, or exchange) hereof, the Bonds will be delivered to the Beneficial Owners.

19.03. Nothing in this section shall limit or restrict the provisions of Section 18 (with respect to registration, transfer, or exchange) hereof.

20. Letter of Representations.

20.01. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the Resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this Resolution, the provisions in the Letter of Representations shall control.

21. Repealer.

21.01. All prior resolutions and other acts or proceedings of this Governing Board which are in any way inconsistent with the terms of this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

21.02. Nothing herein contained shall be deemed to modify, amend, violate, repudiate, or repeal any provision or covenant contained in any Bond, or any resolution pursuant to which any Bond has been issued and is outstanding, to the extent that a modification, amendment, violation, repudiation or repealer would impair the obligation or contract owed to any holders of such Bonds or would otherwise be invalid or ineffective.

22. Bond Insurance.

22.01. *Reserved for future use.*

23. Bonds Not Subject to Acceleration.

23.01. The Bonds are not subject to acceleration in the event of default.

24. Amendment of Resolution.

24.01. This Resolution may be amended without the consent of any Holders for one or more of the following purposes:

- (a) To add to the covenants and agreements of the Issuer in this Resolution and any other covenants and agreements thereafter to be observed by the Issuer, or to surrender any right or power herein reserved to or conferred upon the Issuer.
- (b) To cure any ambiguity or formal defect contained in this Resolution, that cure does not, in the judgment of the Issuer, adversely affects the interests of the Bondholders.

24.02. This Resolution may be amended for any other purpose only upon the consent of not less than fifty percent (50%) of an aggregate principal amount of the Bonds outstanding, provided, however, that no amendment shall be valid which:

- (a) Extends the maturity of any Bond, reduces the rate of interest upon any Bond, extends the time of payment of interest on the Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on any Bond, without the consent of the affected Bondholder; or
- (b) Reduces the percentage of Holders required to approve the mandatory resolutions.

25. No Credit Enhancement.

25.01. There is no credit enhancement facility securing the Bonds, nor is there any provision for a credit enhancement facility to be provided to secure the Bonds.

26. Headings.

26.01. Headings in this Resolution are included for convenience of reference only and are not a part hereof and shall not limit or define the meaning of any provision hereof.

27. North Dakota Law Applies.

27.01. Except as expressly preempted by federal law, the Resolution shall be governed by and construed in accordance with the substantive and procedural the laws of the State of North Dakota, as they presently exist or may be amended and as a result, any claim, demand, or cause of action arising under and/or relating to the terms of this Resolution shall be brought in an appropriate venue in the State of North Dakota. This provision does not, nor is intended to, apply to claims under federal securities law and/or federal tax law.

28. Qualified Tax Exempt Under Section 265.

28.01. The Issuer hereby acknowledges that the Bonds are designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

29. Official Statement.

29.01. The Preliminary Official Statement relating to the Bonds, substantially in the form presented at this meeting, is hereby approved. The officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness, and sufficiency of the Preliminary Official Statement and Final Official Statement.

30. Continuing Disclosure.

30.01. The Clerk is hereby authorized to execute, on behalf of the Issuer, the Limited Continuing Disclosure Certificate attached as **Attachment 4** to this Resolution.

31. Authentication of Transcript.

31.01. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the Purchasers of the Bonds and to Bond Counsel certified copies of all proceedings and records relating to the Bonds to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise know to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements therein.

32. Reimbursement.

32.01. The Issuer certifies that the proceeds of the Bonds will not be used by the Issuer to reimburse itself for any expenditure with respect to the Improvements which the Issuer paid or will have prior to the issuance of the Bonds unless, with respect to such prior expenditures, the Issuer shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvement as defined in Section 1.150-2(f) of the Regulations, including engineering or architectural expenses and similar expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

33. Electronic Signatures.

33.01. The electronic signature of a party or individual to the notices, certificates, Bond Purchase Agreement, Final Official Statement, this Resolution, and all other documents arising out of or relating to the Bond transaction authorized in this Resolution shall be deemed as valid as an original signature of such party or individual and shall be effective to bind such party or individual. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”), or other replicating image attached to an electronic mail or internet message; or (iii) a digital signature of an authorized representative of any party provided by *AdobeSign*® or *DocuSign*® (or such other digital signature provider as specified by such party).

(Remainder of page intentionally left blank.)

Dated: June 22, 2026.

Approved:

Wade Frank, President of the Board of Park
Commissioners

Attest:

Justin Germundson, Park District Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____, and upon roll call vote, the following voted in favor thereof: _____ . The following were absent and not voting: _____, and the following voted against the same: none, whereupon the resolution was declared duly passed and adopted.

PARK DISTRICT OF THE CITY OF HORACE

STATE OF NORTH DAKOTA

\$ _____

REFUNDING IMPROVEMENT BONDS, SERIES 2026B

SCHEDULE OF MATURITIES AND INTEREST

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2027	\$80,000	
2028	65,000	
2029	70,000	
2030	75,000	
2031	80,000	
2032	80,000	
2033	85,000	
2034	90,000	
2035	95,000	
2036	95,000	
2037	100,000	
2038	105,000	
2039	110,000	
2040	115,000	
2041	120,000	
2042	120,000	
2043	125,000	
2044	130,000	
2045	135,000	
2046	140,000	

Principal due May 1 each year

*Term Bonds

UNITED STATES OF AMERICA
 STATE OF NORTH DAKOTA
 PARK DISTRICT OF THE CITY OF HORACE
 REFUNDING IMPROVEMENT BONDS, SERIES 2026B

Registered Number R-1		Registered Dollars
-----------------------------	--	-----------------------

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP NUMBER</u>
--------------------------	--------------------------	-----------------------------------	---------------------

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the Park District of the City of Horace, North Dakota, (the "Issuer") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount and interest rate specified above, but only from its Refunding Improvement Bonds, Bond Fund (the "Bond Fund") on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on May 1 and November 1 in each year, commencing November 1, 2026, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by UMB Bank, N.A., as Paying Agent, or its successor.

This Bond is one of an issue in the aggregate principal amount of \$ _____ all of like date and tenor except as to serial number, maturity date, interest rate and redemption privilege, issued, pursuant to the Resolution adopted by the governing body of the Issuer for the purpose of refunding a like principal amount of valid outstanding special improvement warrants drawn on the funds of improvement districts heretofore duly created by the Issuer for the financing of the cost of local improvements in anticipation of the levy and collection of special assessments with respect to the improvements, all pursuant to and in full conformity with the Constitution and laws of the State of North Dakota.

The Bonds maturing on or after May 1, 20__, are subject to redemption and prepayment at the option of the Issuer on May 1, 20__, or on any date thereafter, at par, plus accrued interest to the date of redemption. Such Bonds are redeemable in whole or in part, in any order of maturity as requested by the Issuer and by lot within each maturity. Not less than thirty (30) calendar days prior to the date specified for redemption and prepayment of any portion of the Bond, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, Paying Agent, and registered owner of the Bond to be redeemed in whole or in part at the address shown on the registration books of the Bond Registrar.

In the event this Bond is called for prior redemption, not less than 30 days prior to the date specified for redemption and prepayment of any of the Bonds, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, Paying Agent and registered owner of the bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. The Bonds to be redeemed shall be selected by the Bond Registrar in the manner prescribed in the Bond Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Bond Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. The Issuer and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly created the Bond Fund as a separate and special fund and has appropriated thereto the improvement warrants refunded by the Bonds of this series, on which improvement warrant payments are required by law to be made as though none of such warrants had been refunded, and will use due diligence to collect said improvement warrants and the special assessments and any taxes appropriated for their payment; the Issuer has reserved the right and privilege of issuing additional improvement warrants on the funds of said improvement District, if and to the extent necessary to complete payment of the cost of the Improvements, and the right and privilege of refunding such warrants by the issuance of additional series of Refunding Improvement Bonds, payable on a parity with the Bonds of this series from the Bond Fund, provided that the total amount of special assessments and taxes appropriated for payment of the cost of the improvements shall be not less than the total amount of warrants issued with respect thereto; that the Governing Board is required by law to levy a tax upon all the taxable property in the corporate limits of the Issuer, without limitation as to rate or amount, to meet any deficiency in any of said improvement district funds for the payment of all warrants drawn thereon, with interest; and that all collections of special assessments and taxes appropriated for the payment of said improvement warrants are required by law to be credited to the Bond Fund and applied in payment of the principal of and interest on the Bonds of this series and any other series issued pursuant to the authority hereinbefore reserved; all as more fully stated in the Resolution; and that the issuance of this Bond has not caused the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the Park District of the City of Horace, North Dakota, by its governing body, has caused this Bond to be executed on its behalf by the manual signature of the President of the Board of Park Commissioners and Park District Clerk, and has caused the certificate appearing on the following page to be executed by the manual signatures of said officers.

Dated: _____, 2026

CERTIFICATE OF AUTHENTICATION

PARK DISTRICT OF THE CITY OF HORACE

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

(Do Not Sign)
President of the Board of Park Commissioners

UMB Bank
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402

(Do Not Sign)
Park District Clerk

BY: _____
(Do Not Sign)
Authorized Representative

SPECIMEN

CERTIFICATE AS TO LEGAL OPINION

We certify that attached is the legal opinion rendered by Bond Counsel on the issue of Bonds which includes the within Bond, dated as of the date of delivery of and payment for the Bonds.

(Do Not Sign)
Park District Clerk

(Do Not Sign)
President of the Board of Park
Commissioners

The following abbreviations when used in the inscription on the face of this Bond, shall be construed as though they were written in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UTMA-ACT _____ Custodian _____
(Cust) (Minor)
under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Please insert social security or other identifying number of Assignee:

NOTICE: The signature to this Assignment must correspond to the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement, or any change whatsoever.

Signature Guaranteed: NOTICE:
Signature(s) must be guaranteed
by a member of the Medallion
Signature Program.

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
PARK DISTRICT OF THE CITY OF HORACE

IMPROVEMENT WARRANT

Registered
Number
R-1

INTEREST RATE

DATE OF ORIGINAL
ISSUE
July 15, 2026

IMPROVEMENT DISTRICT: Park Improvement District No. 2025-1 (the "Improvement District")

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the Park District of the City of Horace, North Dakota (the "Issuer") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount of \$ _____ on May 1 in each of the years 2027 through 2046, but only from its Park Improvement District No. 2025-1 Fund, with interest thereon from the date hereof at the annual rate specified above, such interest payable on May 1 and November 1 in each year, commencing November 1, 2026, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month. The interest and principal are payable in lawful money of the United States of America by check or draft by the Clerk.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the Issuer is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this warrant did not cause the special or general indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF the Park District of the City of Horace, North Dakota, by its governing body, has caused this warrant to be executed on its behalf by the signature of the President of the Board of Park Commissioners and countersigned by the Park District Clerk.

(do not sign)
President of the Board of Park
Commissioners

Countersigned:

(do not sign)
Park District Clerk

SPECIMEN

LIMITED CONTINUING DISCLOSURE CERTIFICATE

This Limited Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Park District of the City of Horace, North Dakota (the “Issuer”) in connection with the Issuer’s \$2,015,000 Refunding Improvement Bonds, Series 2026B (the “Bonds”). The Bonds are being issued pursuant to the Authorizing Resolution adopted by the governing body of the Issuer on June 22, 2026 (the “Resolution”) and delivered to the Purchaser on the date hereof. The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2 12(b)(5) (the “Rule”) in complying with the Rule. This Disclosure Certificate constitutes the written undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“EMMA” means the Electronic Municipal Market Access (EMMA®) system operated by the Municipal Securities Rulemaking Board (“MSRB”) as the primary portal for complying with the continuing disclosure requirements of the Rule.

“Final Official Statement” means the deemed final official statement dated _____, 2026, delivered in connection with the Bonds, which is available from the MSRB.

“Financial Statements” means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

“Fiscal Year” means the fiscal year of the Issuer.

“Issuer” means the Park District of the City of Horace, North Dakota, which is the obligated person with respect to the Bonds.

“Material Event” means any of the events listed in Section 4(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board located at 1300 I Street NW, Suite 1000, Washington, D.C.

“Owner” means the person in whose name Bond is registered or a beneficial owner of such a Bond.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

“Repository” means EMMA®.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information and Financial Statements.

(a) The Issuer shall, not later than 12 months after the end of the Fiscal Year (currently December 31), commencing with the fiscal year ended December 31, 20__ (which is due no later than December 31, 20__), provide the Repository with an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable or fails to provide to the Repository an Annual Report by the date required in subsection (a), the Issuer shall send a notice of that fact to the Repository, and the MSRB.

(c) The Issuer shall determine each year prior to the date for providing the Annual Report the name and address of each Repository.

Section 4. Reporting of Material Events.

(a) This Section 4 shall govern the giving of notice of the occurrence of any of the following events (“Material Events”) with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modification to rights of security holders, if material;
8. Bond Calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes.
12. Bankruptcy, insolvency, receivership, or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) The Issuer shall file a notice of such occurrence with the Repository or with the MSRB within ten (10) business days of the occurrence of the Material Event.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

Section 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all the Bonds.

Section 6. Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 7. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertakings to violate the Rule. This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Issuer delivers to the Repository an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. The provisions of this Disclosure Certificate may be amended without the consent of the Owners of the Bonds, but only upon the delivery by the Issuer to the Repository of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer with the Rule.

Section 8. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Requested Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any

information in any Requested Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Requested Report or notice of occurrence of a Material Event.

Section 9. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Section 11. Electronic Signatures. The electronic signature of a party or individual to this Disclosure Certificate shall be deemed as valid as an original signature of such party or individual and shall be effective to bind such party or individual. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”), or other replicating image attached to an electronic mail or internet message; or (iii) a digital signature of an authorized representative of any party provided by *AdobeSign*® or *DocuSign*® (or such other digital signature provider as specified by such party.

[page break]

IN WITNESS WHEREOF, I have executed this Disclosure Certificate in my official capacity effective _____, 2026.

PARK DISTRICT OF THE CITY OF
HORACE, NORTH DAKOTA

Park District Clerk



Monday, June 22, 2026

Agenda title:

2027 Budget Preview

Description of request:

Two issues that need attention are the large special assessments levied in late 2025 and the recent increase in the Independence Park budget.

SPECIAL ASSESSMENTS:

At the July 28, 2025 board meeting I discussed the significantly larger than anticipated special assessments that were to be certified. It was too late in the budget process to adjust our 2026 budget. The City of Horace did end up reducing the original amount, but there was still significantly higher than anticipated special assessments.

We refinanced those special assessments in October 2025 and saved an estimated \$1.8M. Even with those savings, we did not budget enough to make the annual payments so we deficit spent in 2026. Our current special assessments funds have a negative fund balance of -\$325,762.

4050 SPECIAL ASSESSMENTS							
101000 Cash Account	-62,906.25	0.00	0.00	0.00	0.00		-62,906.25
4051 SPECIALS; REFI 26							
101000 Cash Account	-262,856.99	0.00	0.00	0.00	0.00		-262,856.99

INDEPENDENCE PARK BUDGET:

At the April 27, 2026 board meeting I discussed the impact of approving the higher than budgeted Independence Park project. I need to increase the annual bond payment amount in the 2027 budget from the original \$65,000 to the updated \$165,000.

RECOMMENDATION:

We levy additional special assessment funds in 2027 (and possibility 2028) to replenish the special assessment funds and get back to a positive balance. Special assessment levies are exempt from the property tax cap (HB 1176). Residents would see an increase in park property taxes.

- One year budget increase = 50% park tax increase. Special assessment levy goes from 10 to 18 mills.
- Two year budget increase = 35% park tax increase. Special assessment levy goes from 10 to 15 mills.

Action being requested from the Park Board:

No action is required this month. The July 27, 2026 board meeting our preliminary budget will be approved.



June 17, 2026

Wade Frank, President
Horace Park District
PO Box 161
Horace, ND 58047
Via email: wade@horaceparks.org

RE: Park Improvement District No. 2023-2
Independence Park Improvements
Horace, North Dakota
ER23-00-054

Dear Mr. Frank,

Attached please find Change Order No. 3 for the above-referenced project which increases the contract amount by \$20,199.20.

This office has prepared the attached change order and recommends the Park District approve the same. After the change order has been approved, it should be signed by the President and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours Very Truly,
INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'EPL/iaj', is written over a light blue horizontal line.

EPL/iaj
Attachment

CC: Roers Construction Joint Venture, LLC. (via email. rutke@roers.com)
Horace Park District (via email. wade@horaceparks.org, justin@horaceparks.org)

Date of Issuance: June 16, 2026	Effective Date: June 16, 2026
Owner: Horace Park District	Owner's Contract No.: 2023-2
Contractor: Roers Construction Joint Venture, LLC	Contractor's Project No.:
Engineer: Interstate Engineering, Inc.	Engineer's Project No.: ER2300054
Project: Park Improvement District No. 2023-2	Contract Name: Independence Park Improvements

The Contract is modified as follows upon execution of this Change Order:


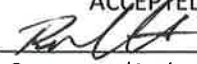
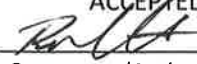
Description:

This Change Order is to account for revised parking lot grading and associated changes.

Attachments:

- Revised Plan Sheets for Parking Lot Design Modification
- Revised Plan Sheet for Landscaping Design Modification
- Roers Construction's Cost Proposal and Correspondence for Parking Lot Design Modification items.
- Roers Construction's Cost Proposal and Correspondence for Landscaping Design Modification items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,298,715.00</u>	Original Contract Times: Milestone 1 Completion: <u>N/A</u> Substantial Completion: <u>September 19, 2026</u> Ready for Final Payment: <u>October 17, 2026</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>71,810.50</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Milestone 1 Completion: <u>September 19, 2026</u> Substantial Completion: <u>October 17, 2026</u> Ready for Final Payment: <u>November 21, 2026</u> days or dates
Contract Price prior to this Change Order: \$ <u>1,226,904.50</u>	Contract Times prior to this Change Order: Milestone 1 Completion: <u>September 19, 2026</u> Substantial Completion: <u>October 17, 2026</u> Ready for Final Payment: <u>November 21, 2026</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>20,199.20</u>	[Increase] [Decrease] of this Change Order: Milestone 1 Completion: <u>N/A</u> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,247,103.70</u>	Contract Times with all approved Change Orders: Milestone 1 Completion: <u>September 19, 2026</u> Substantial Completion: <u>October 17, 2026</u> Ready for Final Payment: <u>November 21, 2026</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: <u></u>	By: _____	By: <u></u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: Project Engineer	Title: _____	Title: PROJECT MANAGER	Title: _____	Title: PROJECT MANAGER	Title: _____
Date: 6/17/2026	Date: _____	Date: 6-17-2026	Date: _____	Date: 6-17-2026	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Change Order 3 Cost Justification

Item 1: Parking Lot Design Modification

The proposed change is required due to site constraints identified during field verification that make the original grading plan impractical. The original design directed drainage east to inlets at the east end of the parking lot, requiring significant excavation that would impact existing topography and mature tree root systems along the south edge. To address this, the design will be revised to reduce excavation by shifting drainage collection westward. A concrete valley gutter (new bid item) will be installed upstream of the parking lot to intercept runoff and convey it south via a drainage swale, while the storm sewer inlets will be relocated to the middle of the parking lot. The revised grading will introduce a new profile, eliminating the low point at the east end and significantly reducing required cut. This redesign will increase 12-inch storm sewer pipe length to connect to the shifted inlets. It would also increase the amount of fill and thereby decrease excess excavation quantities and associated offsite hauling. Additionally, the entrance road width will be reduced from 20 feet to 18 feet with the road and the parking lot's south edge shifted north by 2 feet, to better avoid tree impacts. These adjustments will reduce pavement-related quantities and increase turf restoration quantities. Minor alignment and elevation changes to the adjacent 8-foot trail are also included to accommodate topography and avoid tree roots. Overall, the revision improves constructability, reduces environmental impact, and maintains effective drainage

The following summarize the Plan Sheets Revisions:

- G3
 - Adjusted quantities
- G4
 - Revised Earthwork Summary Table to reflect revised grading
- TS1
 - Reduced roadway width
- GD1-GD2
 - Revised FG elevations to reflect revised grading and alignment, Added Valley Gutter and FL Elevation, Added Drainage Swale, Modified northeast corner of playground area flatwork/grading
- C4
 - Reduced roadway width, Relocated 2 westmost parking stalls via east parking lot expansion, Modified northeast corner of playground area flatwork/grading, Deleted Lavatory Enclosure Pad (previous CO)
- PP1
 - Added Valley Gutter, Revised profile east of valley gutter, Shifted inlets (CB1A and CB2A) west, Added pipe length for connection to shifted inlets

- UL1
 - Shifted inlets(CB1A and CB2A) west, Added pipe length for connection to shifted inlets

Bid item quantities affected by the design modification will be deleted or added at each respective contract bid price. Payment for the “Valley Gutter” and “Borrow” will be at the negotiated unit price of \$86.55/LF and \$21.00/CY, respectively. A negotiated unit price of \$(2.80)/CY for a “Unit Price Decrease – Bid Item 37” will be applied to account for the cost reduction attributed to eliminating need for offsite hauling for unclassified excavation. The Contractor’s Cost Proposal and Correspondence is attached.

Item 2: Landscaping Design Modification

In coordination with the parking lot design modification, there are necessary adjustments to the landscaping design. During field review, it was determined that the existing lilac bushes along the north side of the parking lot were in good condition and suitable to remain. Consequently, the proposed plantings originally designated for that location are being relocated to the south side of the entrance road. Due to the reduction in roadway width and associated shifting of the south edge of the road, there is now adequate space for plantings. These plantings will function as a buffer to the adjacent property owner to the south and provide an inviting aesthetic to the Park entrance.

The following summarize the Plan Sheets Revisions:

- L1 & L3
 - Adjusted seeding/mulching hatching, Relocated plantings, Modified northeast corner of playground area flatwork/grading

Original planting bid item quantities remain unaffected by the design modification as they are relocated only. Additional work for clearing and grubbing is required for the existing lilac bushes to remain. Compensation for this item, “Clearing and Grubbing”, will be at the negotiated lump sum price of \$590.00. The Contractor’s Cost Proposal and Correspondence is attached.

Item 3: Timber Retaining Wall Extension

During construction and after clearing trees and installing the concrete trail to finish grades, it was determined that some slight adjustments are needed to tie in the back slope to the adjacent ground through the cut section of the trail. This adjustment requires extending the originally specified timber retaining wall length to better accommodate topography and avoid excessive tree impacts.

The original length of 85 LF will need to be extended to 120 LF. Compensation for this quantity increase will be at the contract bid price for Bid Item 71 “Timber Retaining Wall”.



The following items are to be [ADDED/DELETED] [to/from] the CONTRACT

Item No.	Description	UNIT	Add/Deduct Quantity	Unit Price	Increase Amount	Decrease Amount
Item 1: PVC Storm Pipe Outlet Relocation						
1	Connection to Existing Storm Sewer	EA	-1	\$ 4,000.00	\$ -	\$ (4,000.00)
4	12IN PVC Storm Sewer Pipe	LF	108	\$ 70.00	\$ 7,560.00	\$ -
37	Unclassified Excavation	CY	101	\$ 15.00	\$ 1,515.00	\$ -
39	Topsoil (P)	CY	26	\$ 75.00	\$ 1,950.00	\$ -
40	Subgrade Preparation (P)	SY	-31	\$ 15.00	\$ -	\$ (465.00)
41	FAA 43 Hot Bituminous Pavement	TON	-16	\$ 115.00	\$ -	\$ (1,840.00)
42	Tack Coat	GAL	-5	\$ 15.00	\$ -	\$ (75.00)
43	Aggregate Base Course CL 5	CY	-6	\$ 60.00	\$ -	\$ (360.00)
45	Geosynthetic Material Type R1 (P)	SY	-31	\$ 7.00	\$ -	\$ (217.00)
47	Mountable Curb and Gutter	LF	28	\$ 40.00	\$ 1,120.00	\$ -
48	4IN PVC Perforated Pipe	LF	28	\$ 10.00	\$ 280.00	\$ -
72	Seeding and Hydromulch	SY	193	\$ 2.50	\$ 482.50	\$ -
73	Low Maintenance Seeding and Hydromulch	SY	-57	\$ 3.00	\$ -	\$ (171.00)
94	Concrete 5IN Reinforced- Fiber	SY	46.0	\$ 101.00	\$ 4,646.00	\$ -
95	Valley Gutter	LF	18.0	\$ 86.55	\$ 1,557.90	\$ -
96	Borrow	CY	523.0	\$ 21.00	\$ 10,983.00	\$ -
97	Unit Price Decrease - Bid Item 37	CY	2,449.0	\$ (2.80)	\$ -	\$ (6,857.20)
				<i>Subtotal</i>	\$ 30,094.40	\$ (13,985.20)
				<i>Subtotal Net</i>	\$ 16,109.20	
Item 2: Landscaping Design Modification						
98	Clearing and Grubbing	LSUM	1	\$ 590.00	\$ 590.00	\$ -
				<i>Subtotal</i>	\$ 590.00	\$ -
				<i>Subtotal Net</i>	\$ 590.00	
Item 3: Timber Retaining Wall Extension						
71	Timber Retaining Wall	LF	35	\$ 100.00	\$ 3,500.00	\$ -
				<i>Subtotal</i>	\$ 3,500.00	\$ -
				<i>Subtotal Net</i>	\$ 3,500.00	
	New Item					
				Totals	\$ 34,184.40	\$ (13,985.20)
				Net	\$ 20,199.20	

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
STORM SEWER			
1	Connection to Existing Storm Sewer	EA	5
2	Pipe Corr Steel .064IN 18IN	LF	0
3	End Sect Corr Steel .064IN 18IN	EA	0
4	12IN PVC Storm Sewer Pipe	LF	108
5	12IN PVC Lowering	EA	0
6	Precast Concrete Headwall	EA	0
7	6IN Sch 40 PVC & Fittings	LF	33
8	6IN PVC Plug	EA	1
9	Type II Inlet	EA	2
10	Rock Underdrain	LSUM	1
WATER			
11	Yard Hydrant	EA	1
12	Coiled Meter Pit	EA	1
13	1IN Poly Water Service Pipe	LF	178
14	1IN Curb Stop and Box	EA	1
15	Connection to Existing Water Pipe	EA	1
16	Adjust Gate Valve	EA	3
ELECTRICAL			
17	Type A Pole Assembly	EA	4
18	Type A Concrete Base	EA	4
19	Type B Bollard	EA	13
20	Type B Concrete Base	EA	13
21	Type C Pole Assembly	EA	1
22	Type C Concrete base	EA	1
23	1IN Conduit Installed	LF	1680
24	#8 USE cu. Conductor	LF	4140
25	#10 USE cu. Conductor	LF	2100
26	Feedpoint	EA	1
27	Picnic Shelter Electrical	LSUM	1
GENERAL			
28	Clearing and Grubbing	LSUM	1
29	Removal of Aggregate Surfacing	SY	910
30	Structure & Playground Removal	LSUM	1
31	Tree Removal	EA	12
32	Tree Protection	LSUM	1
33	Yard Hydrant Removal	EA	1
34	Light Pole Removal	EA	2
35	Concrete 6IN Reinforced- Fiber	SY	0
36	Concrete Thickened Edge	LF	385
37	Unclassified Excavation (P)	CY	2449
38	Topsoil Stripping (P)	CY	4072
39	Topsoil (P)	CY	2,088

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
40	Subgrade Preparation (P)	SY	1449
41	FAA 43 Hot Bituminous Pavement	TON	376
42	Tack Coat	GAL	113
43	Aggregate Base Course CL 5	CY	241
44	Non-Frost Susceptible Base Course	CY	118
45	Geosynthetic Material Type R1 (P)	SY	1449
46	Geosynthetic Material Type S1 (P)	SY	355
47	Mountable Curb and Gutter	LF	821
48	4IN PVC Perforated Pipe	LF	821
49	ADA Picnic Table	EA	1
50	Standard Picnic Table	EA	6
51	Waste Receptacle	EA	3
52	Bench	EA	6
53	Bench Swing	EA	2
54	Bench Concrete Pad 6IN	SY	36
55	Bike Rack	EA	2
56	Basketball Hoop	EA	1
57	Hammock Posts	EA	6
58	Basketball Court Concrete 6IN	SY	355
59	Acrylic Court Surfacing	SY	355
60	Portable Lavatory Enclosure	EA	0
61	Lavatory Enclosure Pad	SY	20
62	Mobilization	LSUM	1
63	Construction Traffic Control	LSUM	1
64	Detectable Warning Panel	SF	36
65	Pvmt Mk Painted 4IN Line	LF	250
66	Pvmt Mk Painted Message	SF	9
67	Flat Sheet for Signs - Type XI Refl Sheeting	SF	7
68	Flat Sheet for Signs- Type IV Refl Sheeting	SF	5
69	Steel Galv Posts - Telescoping Perforated Tube	LF	27
70	Remove & Reset Existing Sign	EA	1
71	Timber Retaining Wall	LF	120
72	Seeding and Hydromulch	SY	7,233
73	Low Maintenance Seeding and Hydromulch	SY	2,183
74	Shrub	EA	68
75	Perennial	EA	31
76	Rock mulch	CY	22
77	Landscape Fabric	SY	82
78	Picnic Shelter	EA	1
79	Deciduous Tree	EA	17
80	Coniferous Tree	EA	6
81	Fiber Roll 6IN	LF	1,149

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
81	Fiber Roll 6IN	LF	1,149
82	Silt Fence	LF	960
83	Remove Fiber Roll 6IN	LF	1,149
84	Remove Silt Fence	LF	960
85	Inlet Protection Device	EA	2
86	Testing Laboratory Services	LSUM	1
CHANGE ORDER 1			
87	Concrete 5IN Reinforced- Fiber	SY	1970
88	Unit Price Decrease - Bid Item 78	EA	1
CHANGE ORDER 2			
89	14IN PVC Storm Sewer Pipe	LF	102
90	Rock Riprap	CY	1.5
91	Storm Connection and Cleanout	EA	1
92	Pipe Corr Steel .064IN 24IN	LF	24
93	End Sect Corr Steel .064IN 24IN	EA	1
CHANGE ORDER 3			
94	Concrete 5IN Reinforced- Fiber	SY	46
95	Valley Gutter	LF	18
96	Borrow	CY	523
97	Unit Price Decrease - Bid Item 37	CY	2449
98	Clearing and Grubbing	LSUM	1



REV NO	DATE	BY	DESCRIPTION
1	2/17/2026	EL	ADDENDUM 2
2	6/9/2026	EL	Change Order 3

PARK IMPROVEMENT DISTRICT 2023-2		INDEPENDENCE PARK IMPROVEMENTS	
HORACE PARK DISTRICT		ESTIMATED QUANTITIES	
DRAWN BY: LB/AK	SURVEYED BY: ZR	PROJECT NO.: ER23-00-054	DATE: 7/22/2025
CHECKED BY: J.D.	DESIGNED BY: EL		

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SECTION	G
SHEET NO.	3

BASIS OF ESTIMATE	
Material	Note
Hot Bituminous Pavement (HBP) Superpave FAA 43	2 Ton/CY
Emulsified Asphalt (CSS-1H)	.05Gal/SY
Aggregate Base Course	1.875 Ton/CY
Water (Incidental)	100 Gal/CY for Embankment
	20Gal/CY for Aggregates
	1,500 Gal/Project Dust Control

Earthwork Summary								
Location	Earthwork				Topsoil			
	Excavation	Embankment(1)	Waste	Borrow	Stripping(2)	Replacement(3)	Excess	Import
	(CY)	(CY)	(CY)	(CY)	(CY)	(CY)	(CY)	(CY)
	A	B			C	D		
Site Wide	2449	2871	0	422	4075	2088	1987	0
Total	2449	2871	0	422	4075	2088	1987	0

1) Embankment quantities include 30% shrinkage factor

2) Topsoil Stripping estimated at 12" thickness

3) Topsoil Replacement estimated at 8" thickness



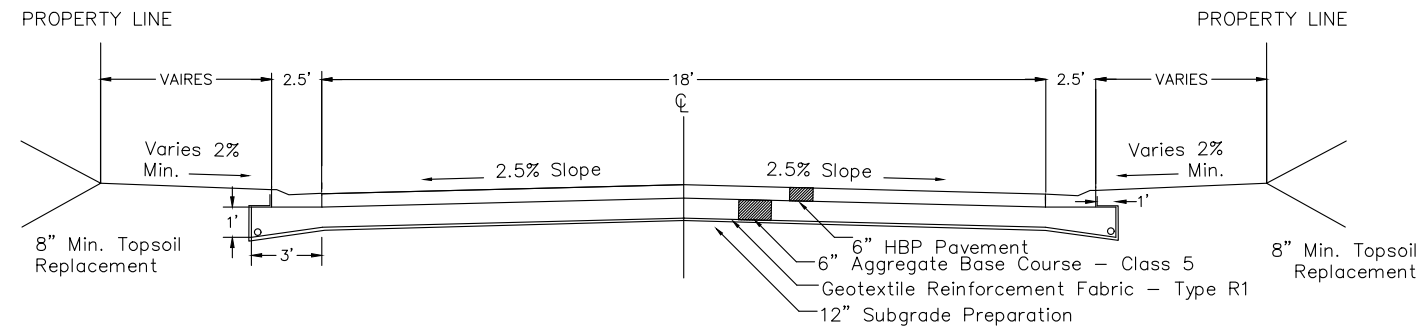
REV NO	DATE	BY	DESCRIPTION
1	6/10/2026	EL	Change Order 3

PARK IMPROVEMENT DISTRICT 2023-2		PROJECT NO: ER23-00-054
INDEPENDENCE PARK IMPROVEMENTS		DATE: 7/22/2025
HORACE PARK DISTRICT		
BASIS OF ESTIMATE		
DRAWN BY: LB/AK	SURVEYED BY: ZR	DESIGNED BY: EL
CHECKED BY: JD		

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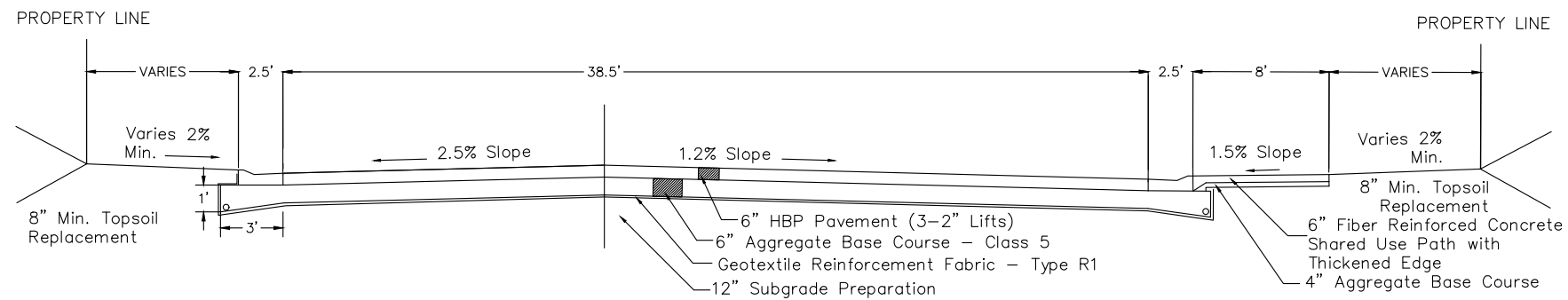
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SECTION
G
4
SHEET NO.



TYPICAL SECTION 1

Independence Park Drive N.T.S.
STA 0+30 TO STA 2+48



TYPICAL SECTION 2

Independence Parking Lot N.T.S.
STA 2+48 TO STA 3+89

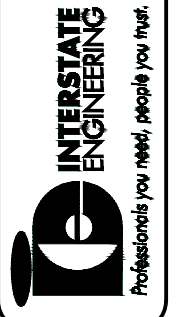
- Note:
- 4" BASE MATERIAL SHALL BE PLACED UNDER THE CONCRETE SIDEWALK. ALL LABOR AND MATERIALS NECESSARY TO PLACE THE BASE MATERIAL SHALL BE INCLUDED IN THE PRICE BID FOR CONCRETE SIDEWALK.



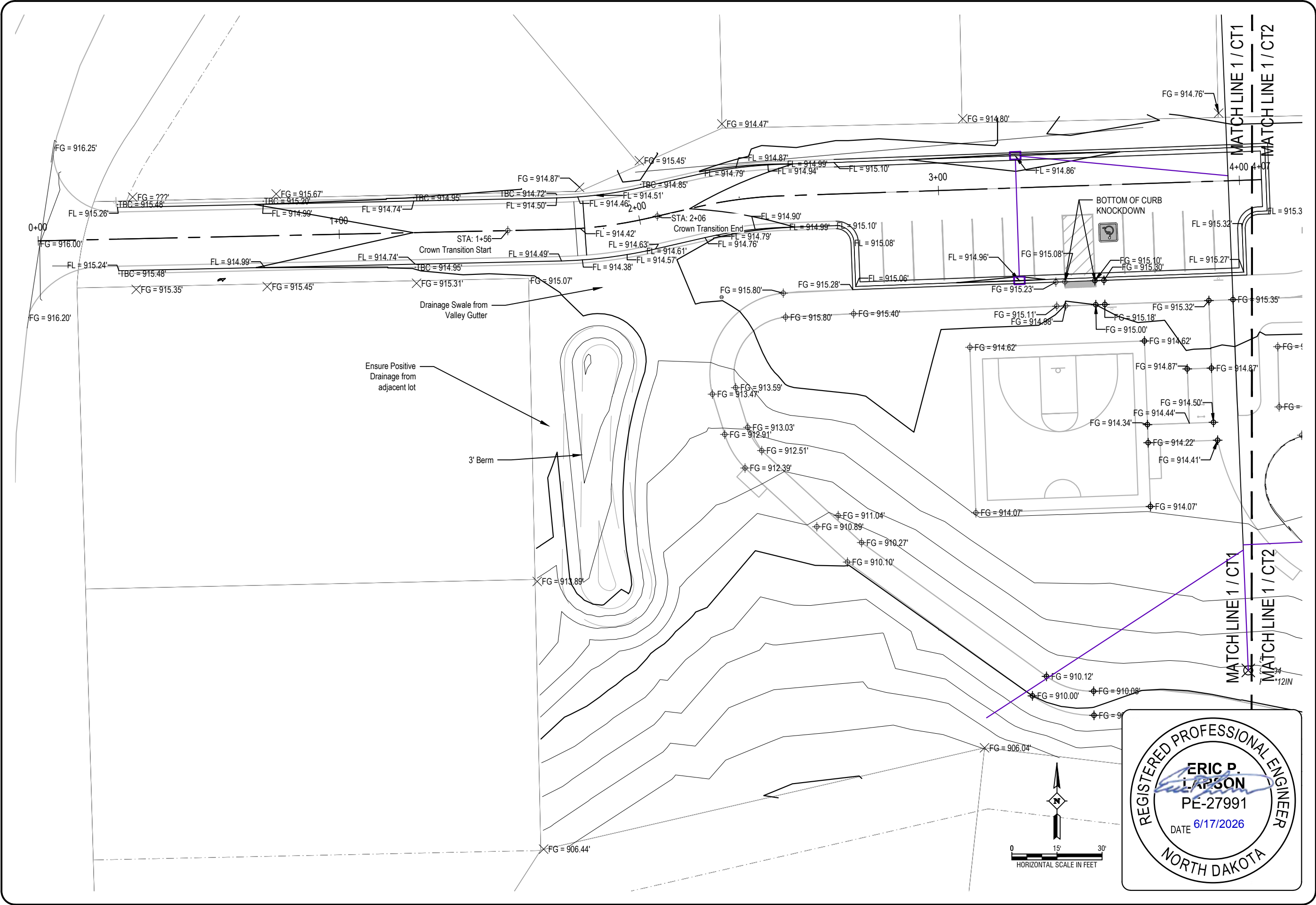
Rev No	Date	By	Description
1	6/9/2026	EL	Change Order 3

PARK IMPROVEMENT DISTRICT 2023-2		Project No:	ER23-00-054
INDEPENDENCE PARK IMPROVEMENTS		Date:	7/23/2025
HORACE PARK DISTRICT		Surveyed By:	ZR
TYPICAL SECTION		Designed By:	EL
Drawn By:	JD	Checked By:	

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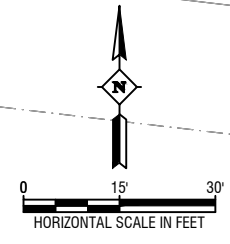


SECTION	TS
	1
SHEET NO.	



Ensure Positive Drainage from adjacent lot

3' Berm



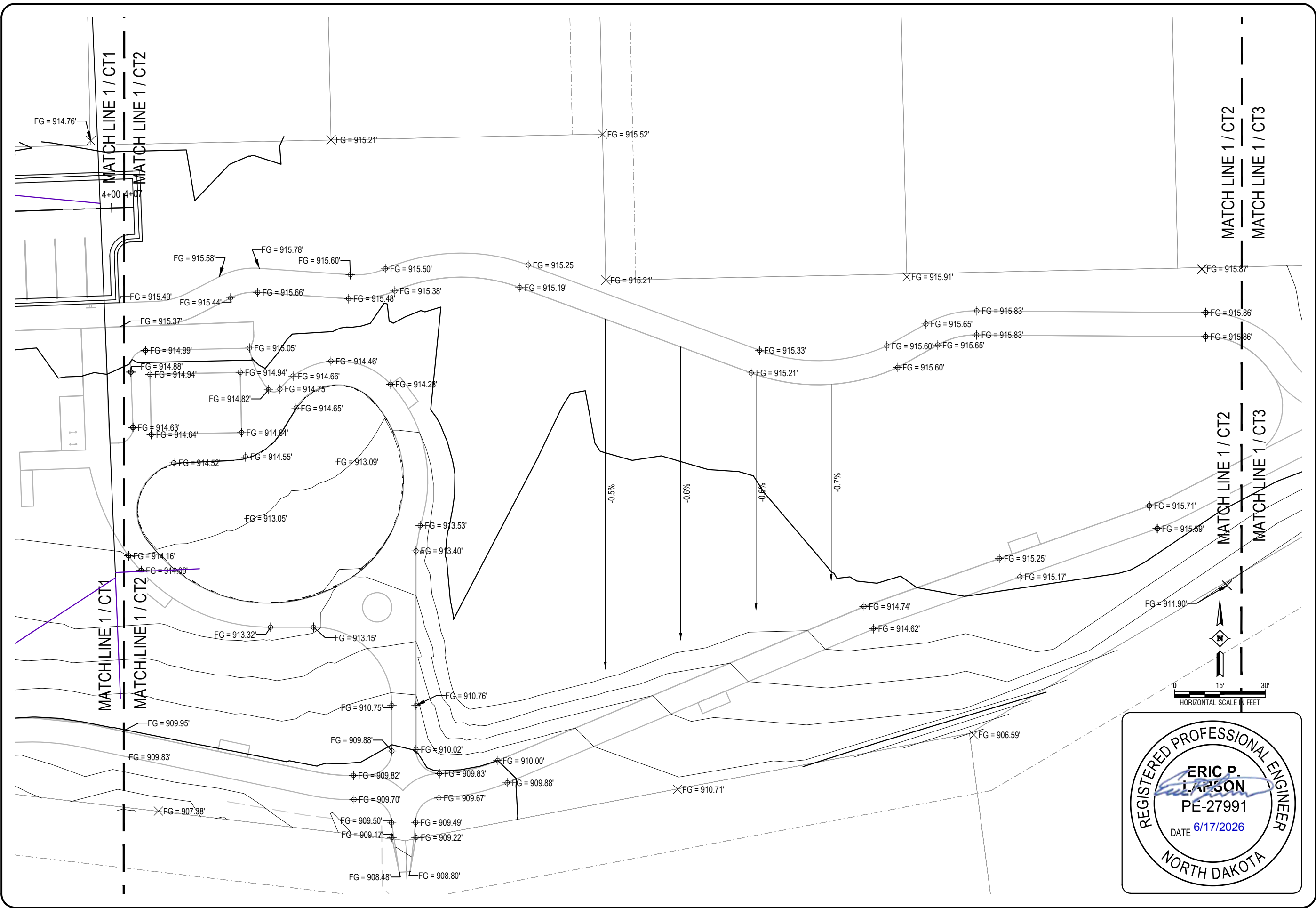
REV	NO	DATE	BY	DESCRIPTION
1	1	6/9/2026	EL	Change Order 3

PARK IMPROVEMENT DISTRICT 2023-2		PROJECT NO.: ER23-00-054	
INDEPENDENCE PARK IMPROVEMENTS		DATE: 7/22/2025	
HORACE PARK DISTRICT		ZONING: ZR	
GRADING PLAN		DESIGNED BY: _____	
DRAWN BY: LB/AK		SURVEYED BY: _____	
CHECKED BY: _____		EL	

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SECTION	GD
SHEET NO.	1



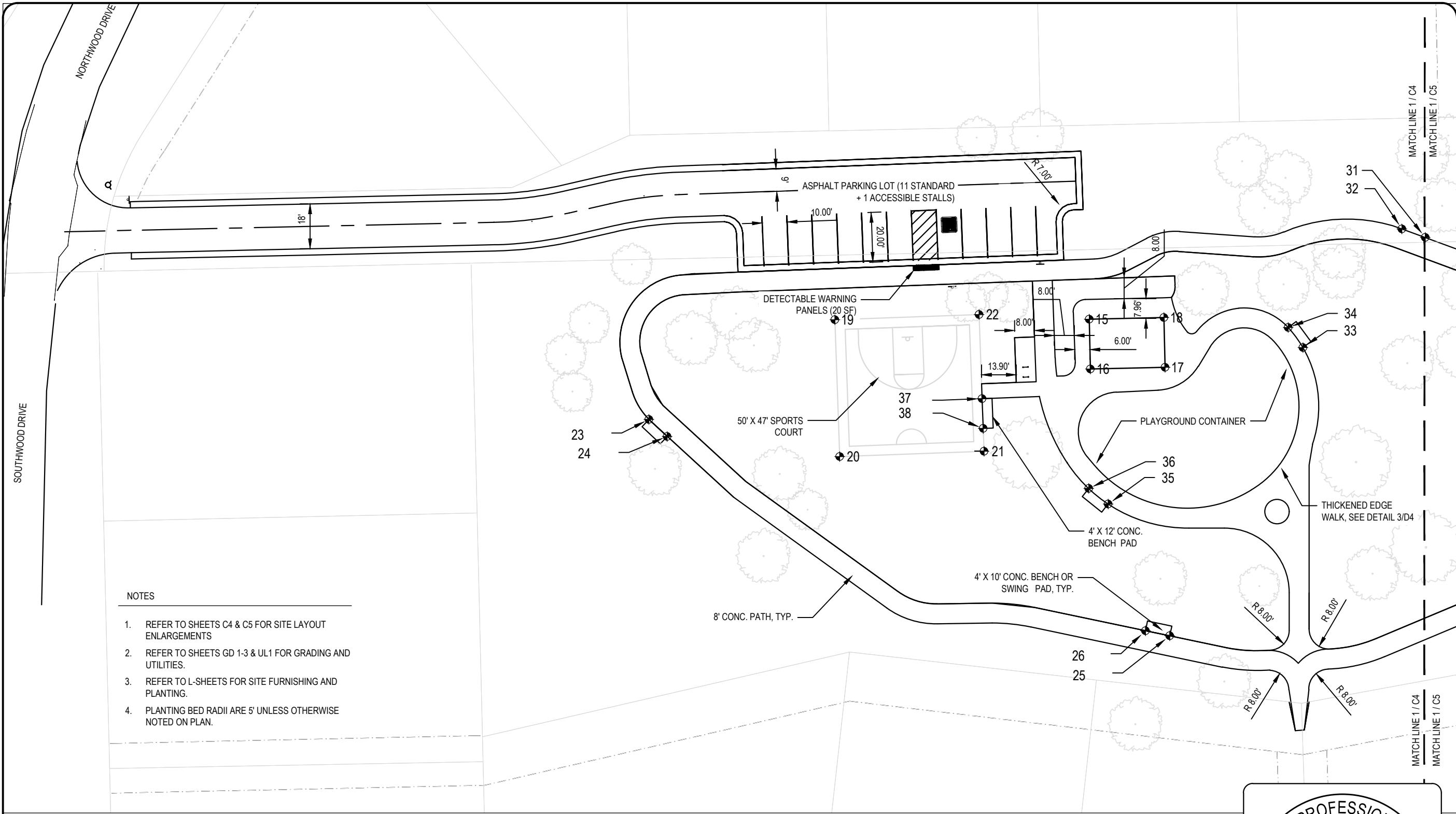
REV. NO.	DATE	BY	DESCRIPTION
1	5/15/2026	EL	Change Order 2

PARK IMPROVEMENT DISTRICT 2023-2 INDEPENDENCE PARK IMPROVEMENTS HORACE PARK DISTRICT		PROJECT NO.: ER23-00-054	
GRADING PLAN		DATE: 7/22/2025	
DRAWN BY: LB/AK	DESIGNED BY: J.D.	SURVEYED BY: ZR	CHECKED BY: EL

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SECTION	GD
SHEET NO.	2



NOTES

1. REFER TO SHEETS C4 & C5 FOR SITE LAYOUT ENLARGEMENTS
2. REFER TO SHEETS GD 1-3 & UL1 FOR GRADING AND UTILITIES.
3. REFER TO L-SHEETS FOR SITE FURNISHING AND PLANTING.
4. PLANTING BED RADII ARE 5' UNLESS OTHERWISE NOTED ON PLAN.

1
C4 SITE PLAN - WEST

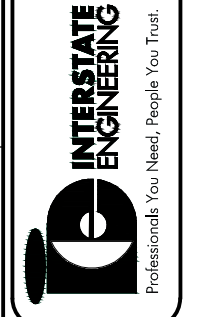
SCALE: 1" = 40'



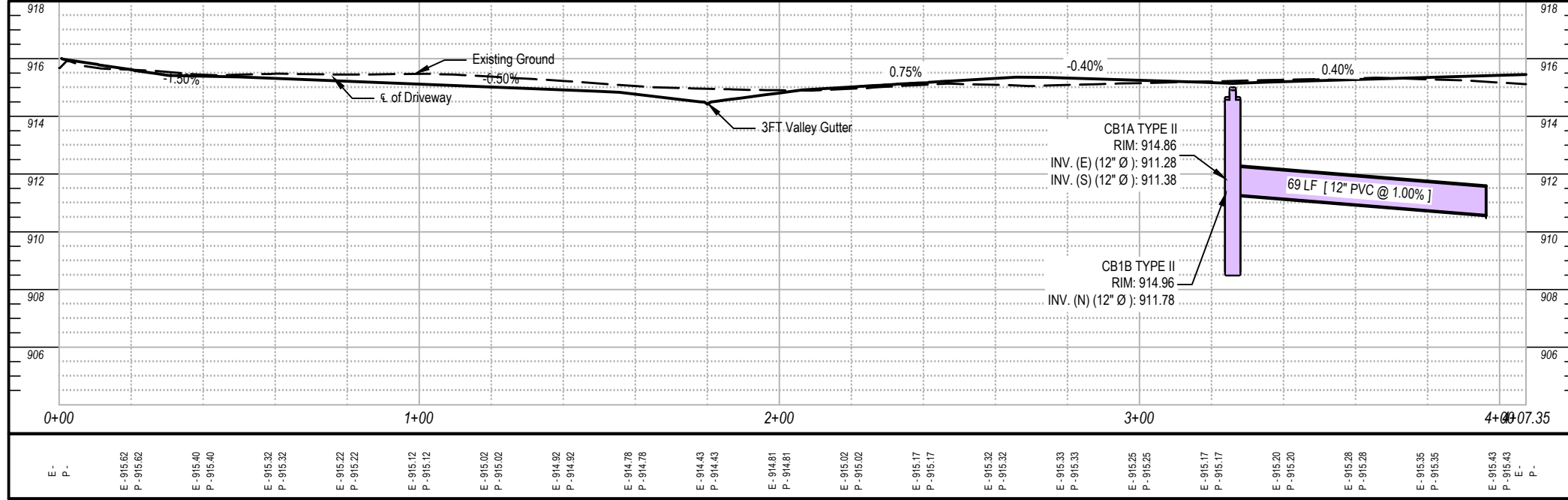
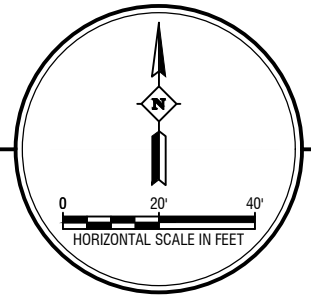
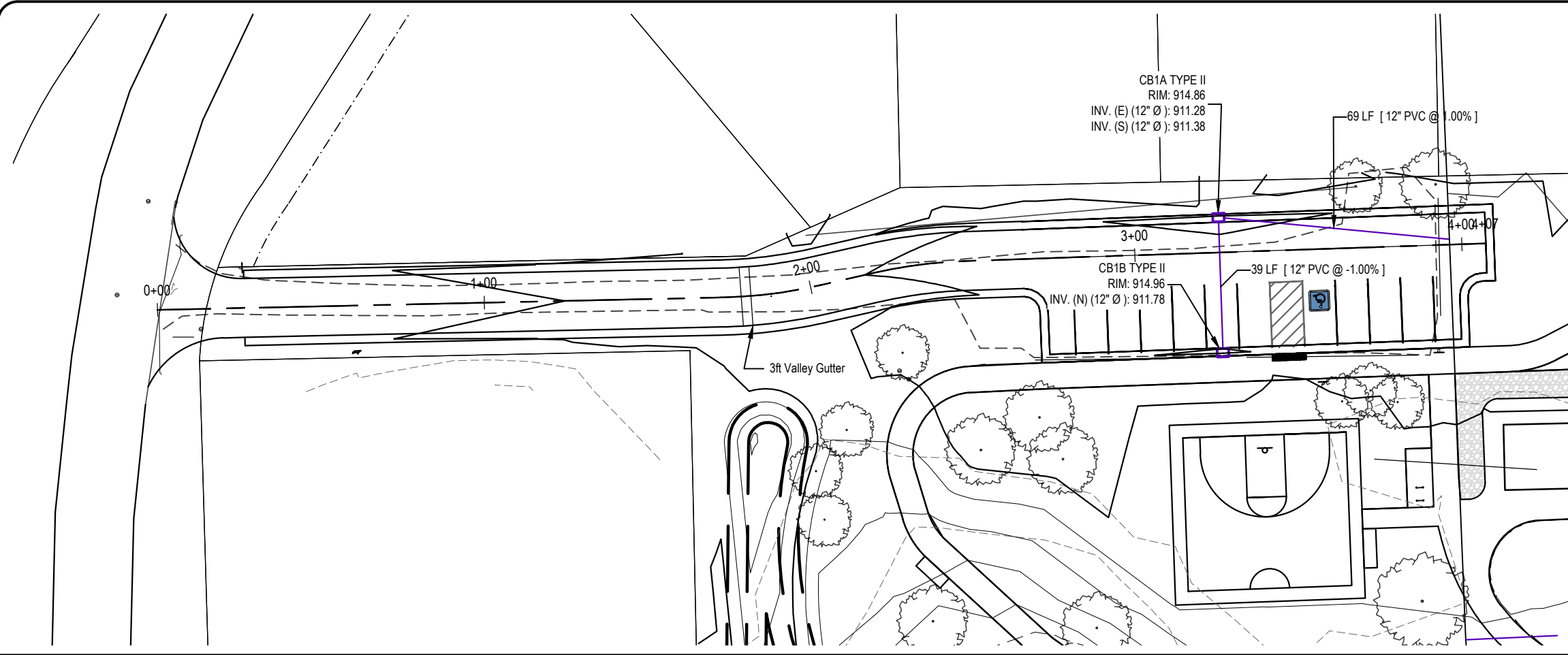
Rev. No.	Date	By	Description
1	6/8/2026	EL	Change Order 3

PARKS IMPROVEMENT DISTRICT No. 2023-1		PROJECT No. ER2300054	
INDEPENDENCE PARK IMPROVEMENTS		Z/R	
HORACE PARK DISTRICT		AK, LB	
SITE PLAN - WEST		Date: 7/23/2025	
Drawn By:	LB, AK	Surveyed By:	ZR
Checked By:	GL, EL	Designed By:	AK, LB

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SECTION
C
4
 SHEET NO.



REV. NO.	DATE	BY	DESCRIPTION
1	6/22/26	EL	Change Order 3

PARK IMPROVEMENT DISTRICT 2023-2
 INDEPENDENCE PARK IMPROVEMENTS
 HORACE PARK DISTRICT

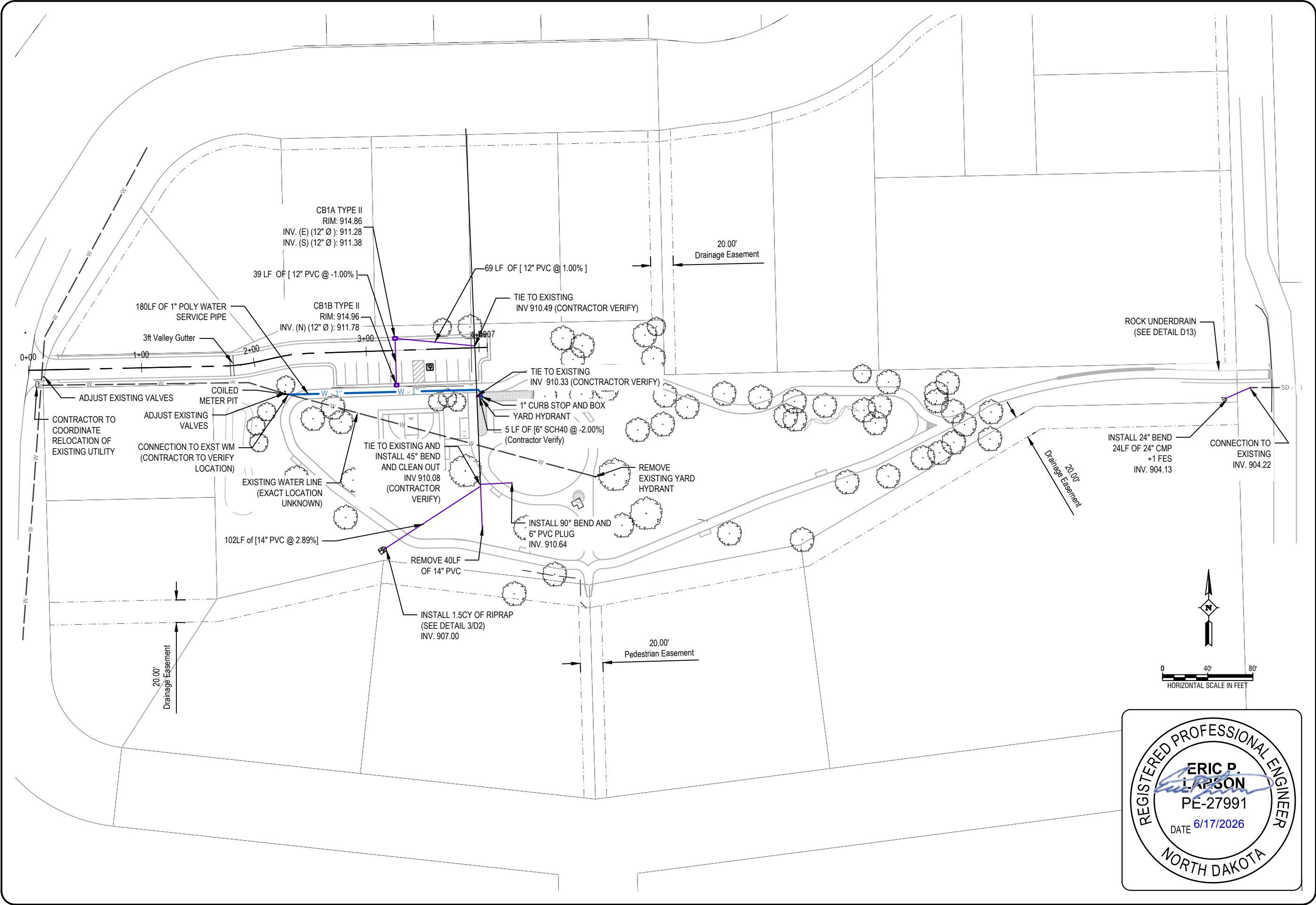
PLAN AND PROFILE

DRAWN BY: LB/AK SURVEYED BY: ZR PROJECT NO.: ER23-00-054
 CHECKED BY: JD. DESIGNED BY: DATE: 7/22/2025

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SECTION
PP
 1
 SHEET NO.



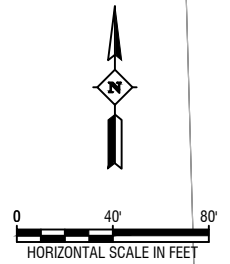
REV NO	DATE	BY	DESCRIPTION
1	5/15/2026	EL	Change Order 2
2	6/9/2026	EL	Change Order 3

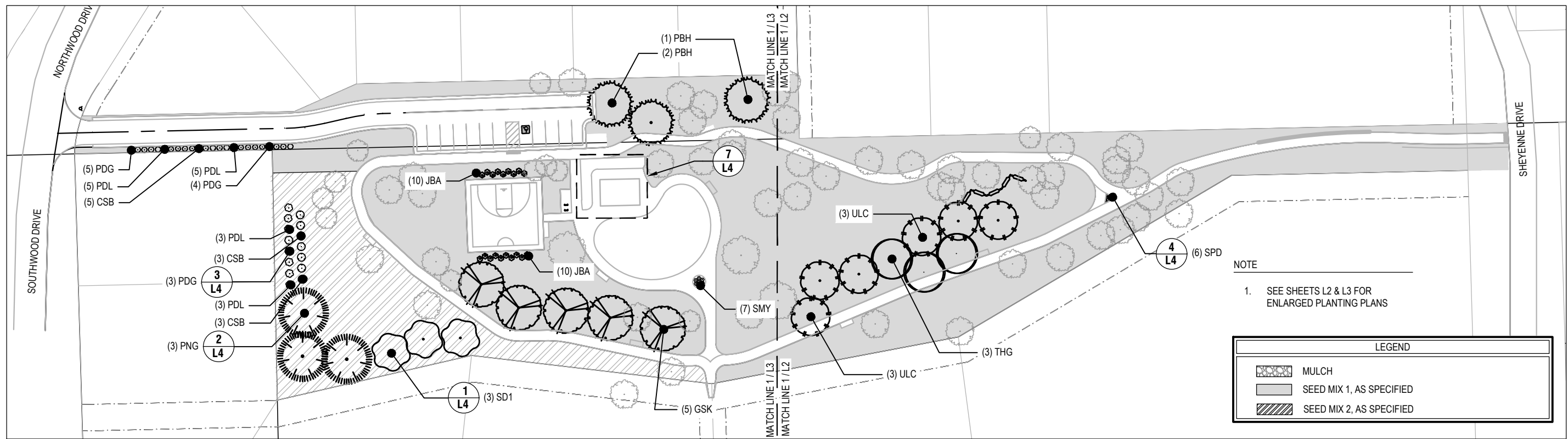
PARK IMPROVEMENT DISTRICT 2033-2		PROJECT NO.: ER23-00-054	
INDEPENDENCE PARK IMPROVEMENTS		DATE: 7/22/2025	
HORACE PARK DISTRICT		SURVEYED BY: ZR	
UTILITY LAYOUT		DESIGNED BY: EL	
DRAWN BY: LB/AK	CHECKED BY: J.D.		

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SECTION	UL
SHEET NO.	1



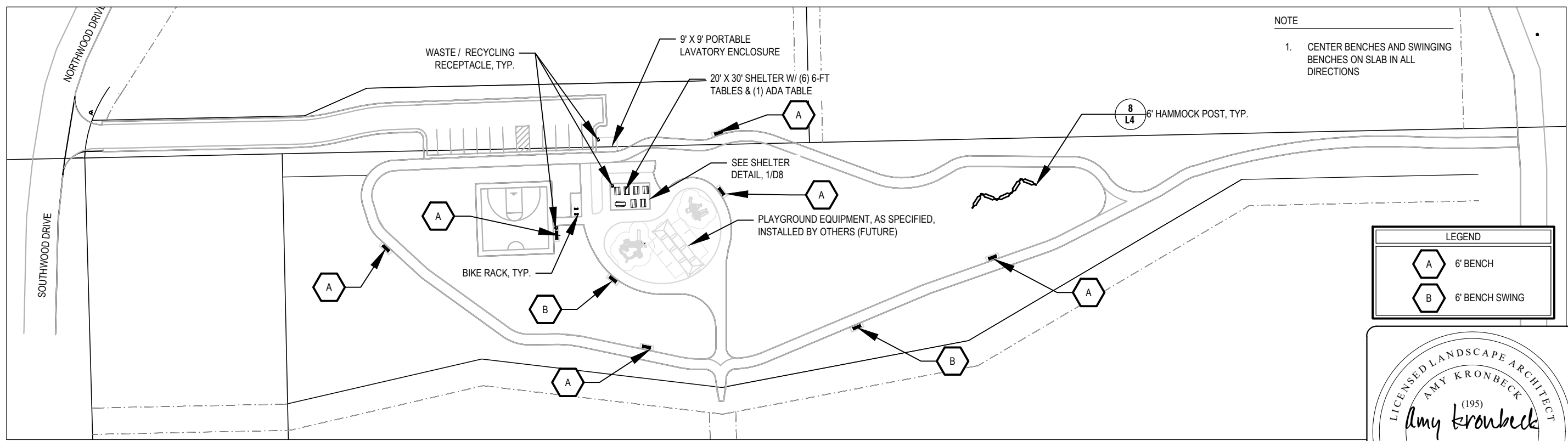
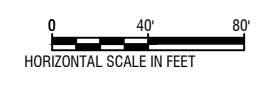


NOTE
1. SEE SHEETS L2 & L3 FOR ENLARGED PLANTING PLANS

LEGEND	
	MULCH
	SEED MIX 1, AS SPECIFIED
	SEED MIX 2, AS SPECIFIED

1
L1
OVERALL PLANTING PLAN

SCALE: 1" = 80'

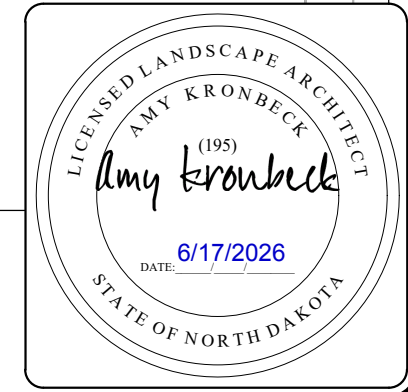
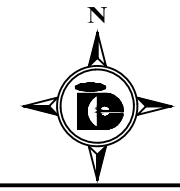
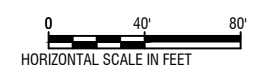


NOTE
1. CENTER BENCHES AND SWINGING BENCHES ON SLAB IN ALL DIRECTIONS

LEGEND	
	6' BENCH
	6' BENCH SWING

2
L1
SITE FURNISHING PLAN

SCALE: 1" = 80'

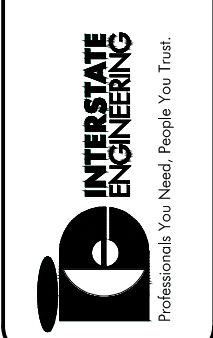


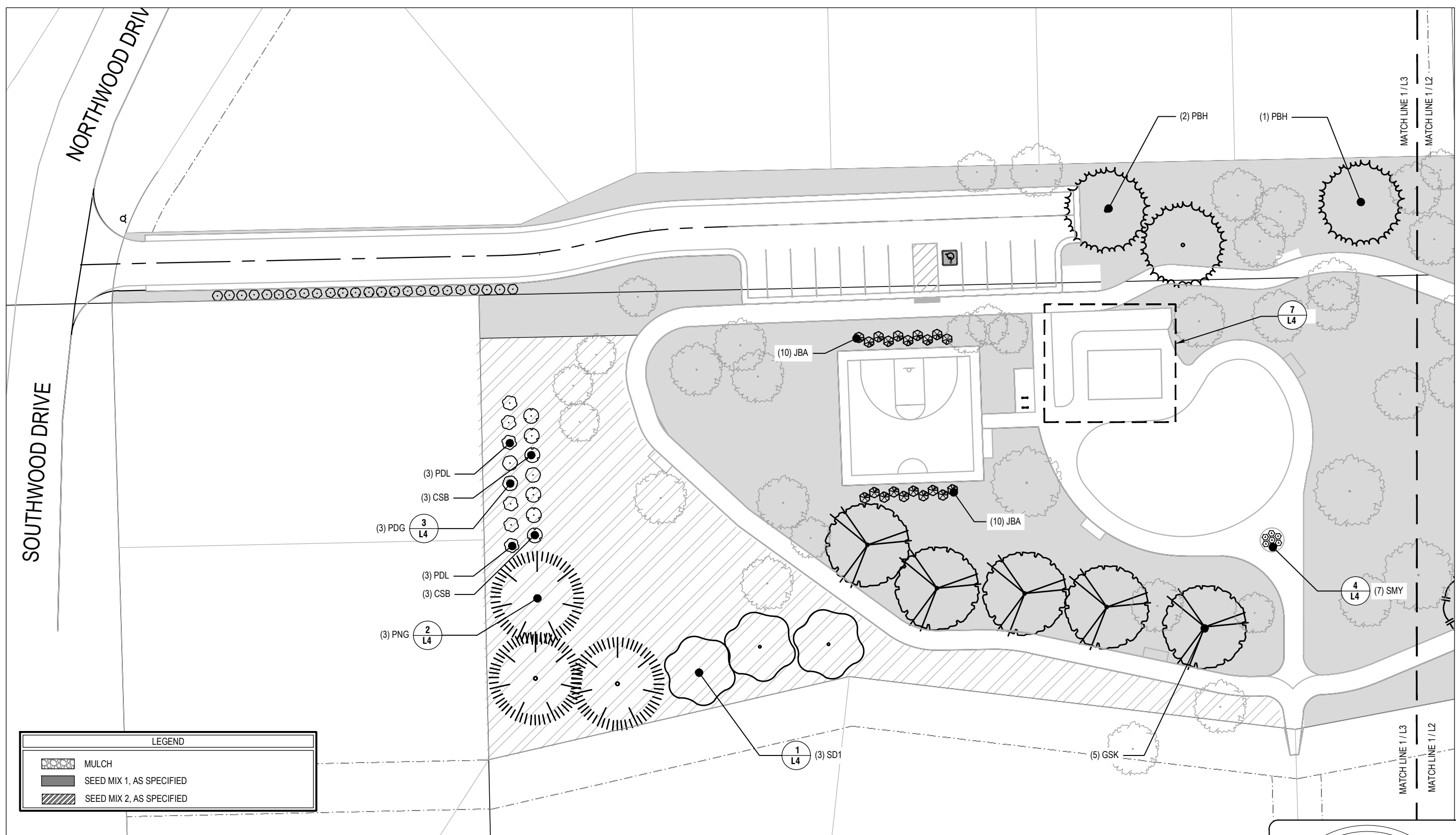
REV NO	DATE	BY	DESCRIPTION
1	6/17/2026	EL	Change Order 3

PARKS IMPROVEMENT DISTRICT No. 2023-1		PROJECT NO: ER2300054	
INDEPENDENCE PARK IMPROVEMENTS		DATE: 7/23/2025	
HORACE PARK DISTRICT		DRAWN BY: GNL	
PLANTING PLAN AND SITE FURNISHING		DESIGNED BY: GNL	
SURVEYED BY: ZR		CHECKED BY: GNL	

SECTION	L
SHEET NO.	1

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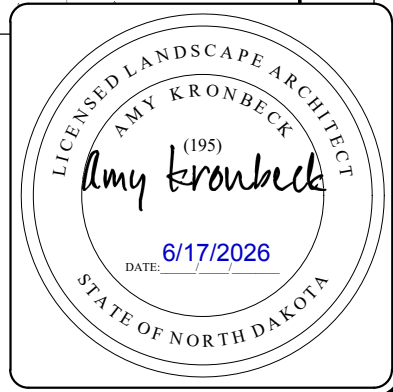
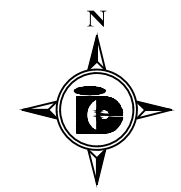




LEGEND	
	MULCH
	SEED MIX 1, AS SPECIFIED
	SEED MIX 2, AS SPECIFIED

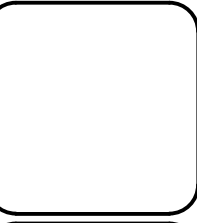
1
L3 PLANTING PLAN - WEST

SCALE: 1" = 40'



REV NO	DATE	BY	DESCRIPTION
1	6/17/2026	EL	Change Order 3

PARKS IMPROVEMENT DISTRICT No. 2023-1		PROJECT NO: ER2300054	
INDEPENDENCE PARK IMPROVEMENTS		DATE: 7/23/2025	
HORACE PARK DISTRICT		DRAWN BY: AK	
PLANTING PLAN WEST		SURVEYED BY: ZR	
		DESIGNED BY: GNL	
		CHECKED BY: GNL	



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SECTION	L
SHEET NO.	3

Eric Larson

From: Riley Utke <rutke@roers.com>
Sent: Tuesday, June 16, 2026 2:57 PM
To: Eric Larson
Subject: Change Order #3



Eric,

Unit #95: \$86.55
Unit #96: \$21
Unit #97: \$12.20
Unit #98: \$590

Thank you,

Riley Utke

Project Manager

200 45th Street South | Fargo, ND 58103

phone: 701.356.1255

cell phone: 218.396.0260

email: rutke@roers.com



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OATH OF OFFICE

STATE OF NORTH DAKOTA

ss:

COUNTY OF CASS

I, _____ of Horace, North Dakota having been elected Park Board Commissioner for the Horace Park District of the City of Horace and within Cass County, do solemnly swear that I will support the Constitution of the State of North Dakota and the Constitution of the United States of America, and that I will faithfully and impartially discharge the duties of Park Board Commissioner for the Horace Park District according to the best of my ability, so help me God.

Subscribed and sworn to before me this 22nd day of June, 2026.

Notary Public in and for Cass County
North Dakota

(SEAL)