



BUDGET/FACILITIES COMMITTEE MEETING

Wednesday, November 2, 2022; 3:00 p.m.

**Fargo Park District Board Room
701 Main Avenue, Fargo**

AGENDA

1. Review financial projection for period ending September 30th, 2022; Luke Evenson, presenter.
2. Review recommendation for Construction Management at Risk Services for Phase II of Fargo Parks Sports Complex project; Dave Leker, presenter.
3. Review Gift Agreement from Dan Thompson; Dave Bietz, presenter.
4. Review Gift Agreement from Urban Plains Land Company; Dave Bietz, presenter.
5. Review request to solicit bids for 2023 Parks Department Equipment; Dave Bietz, presenter.
6. Review and Discuss Personnel Policies; Broc Lietz, presenter.
 - a. Holidays Policy No. 300 (Review)
 - b. Social Networking Policy No. 510 (Review)
 - c. Sick Leave Policy No. 240 (Discuss/Direction)
 - d. Donation of Vacation & Sick Leave No. 235 (Discuss/Direction)
7. Update on Rose Creek Restaurant; Carolyn Boutain, presenter.
8. Review encroachment agreement with Todd and Kelly McComb for a fencing easement; Dave Bietz, presenter.
9. Other

Next Park Board Meeting: November 15, 2022; 5:30 p.m.



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Luke Evenson, Controller

RE: Agenda Item No. 1 - Review financial projection for period ending September 30th, 2022

The leadership team will be providing a quarterly financial review for commissioners to provide ongoing financial data and status throughout the fiscal year. The review will contain the following items:

1. Budget-to-Actual Review YTD
2. Cash Flow (current and projections)

The data is for the period ending September 30, 2022.

If you have any questions prior to the Budget/Facilities Committee, please contact me to discuss.

Thank you.

PARK DISTRICT OF THE CITY OF FARGO

Year to Date Actual to Budget

	Governmental Funds						
	Actual YTD 9/30/2022	Budget 2022	2022 Dollar Variance	2022 % Variance	Actual YTD 9/30/2021	Actual YTD 9/30/2020	Actual YTD 9/30/2019
REVENUES							
Taxes and special assessments	\$ 21,886,115	\$ 23,319,663	\$ (1,433,548)	94%	\$ 20,060,795	# \$ 17,010,402	15,474,307
Charges for services	7,377,538	8,333,823	(956,285)	89%	6,287,064	5,901,011	6,085,928
Intergovernmental	2,192,514	2,854,200	(661,686)	77%	1,978,812	1,379,642	1,419,534
Miscellaneous	296,711	47,844	248,867	620%	6,292,167	249,432	257,090
TOTAL REVENUES	\$ 31,752,878	\$ 34,555,530	\$ (2,802,652)	92%	\$ 34,618,838	\$ 24,540,487	\$ 23,236,859
EXPENDITURES							
Full Time salaries	\$ 4,839,511	\$ 6,367,519	\$ 1,528,008	76%	\$ 4,182,889	\$ 3,985,934	\$ 3,775,194
Part Time salaries	2,882,265	3,548,470	666,205	81%	2,623,356	2,354,478	2,576,494
Employee benefits	2,496,276	2,438,520	(57,756)	102%	1,720,269	1,643,875	1,823,807
Utilities	1,485,173	1,565,025	79,852	95%	1,295,063	1,059,709	1,261,612
Repairs and maintenance	1,822,571	2,707,577	885,006	67%	1,265,826	1,081,511	1,250,871
Program and operational costs	2,921,056	4,575,905	1,654,849	64%	3,227,748	2,792,302	3,151,744
Capital equipment and improvements*	18,393,659	3,377,884	(15,015,775)	545%	3,472,804	1,880,683	2,610,047
Principal and interest on debt	8,328,239	8,245,946	(82,293)	101%	4,970,753	4,953,988	3,721,409
TOTAL EXPENDITURES	\$ 43,168,750	\$ 32,826,846	\$ (10,341,904)	132%	\$ 22,758,708	\$ 19,752,480	\$ 20,171,178
Revenue Over (Under) Expenditures	\$ (11,415,872)				\$ 11,860,130	\$ 4,788,007	\$ 3,065,681

* Includes expenditures from the Capital Projects Funds that don't need to be budgeted (i.e. Fargo Park District Sports Complex, IPP Project, Lindenwood Project, etc)

**Cash Flow Analysis Fargo Park District
Current and Future Projections**

	Jan 2022 Actual	Feb 2022 Actual	March 2022 Actual	April 2022 Actual	May 2022 Actual	June 2022 Actual	July 2022 Actual	Aug 2022 Actual	Sept 2022 Actual	Oct 2022 Projected	Nov 2022 Projected	Dec 2022 Projected
Beginning Cash Balance	\$ 40,058,224	\$ 41,883,941	\$ 47,863,276	\$ 57,633,105	\$ 98,088,013	\$ 96,584,518	\$ 92,804,829	\$ 88,384,955	\$ 84,225,665	\$ 78,924,359	\$ 72,775,066	\$ 66,145,628
Cash In	3,713,321	8,705,339	17,603,733	45,626,169	2,842,511	2,081,006	2,224,873	1,904,392	3,100,370	1,411,016	1,289,988	1,289,989
Cash Out	(1,887,604)	(2,726,004)	(7,833,905)	(5,171,260)	(4,346,007)	(5,860,694)	(6,644,747)	(6,063,682)	(8,401,677)	(7,560,308)	(7,919,427)	(6,730,526)
Ending Cash Balance	<u>\$ 41,883,941</u>	<u>\$ 47,863,276</u>	<u>\$ 57,633,105</u>	<u>\$ 98,088,013</u>	<u>\$ 96,584,518</u>	<u>\$ 92,804,829</u>	<u>\$ 88,384,955</u>	<u>\$ 84,225,665</u>	<u>\$ 78,924,359</u>	<u>\$ 72,775,066</u>	<u>\$ 66,145,628</u>	<u>\$ 60,705,090</u>
Net change in cash	1,825,717	5,979,335	9,769,829	40,454,909	(1,503,496)	(3,779,689)	(4,419,874)	(4,159,290)	(5,301,306)	(6,149,292)	(6,629,439)	(5,440,537)



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 2 – Review recommendation for Construction Management at Risk Services for Phase II of Fargo Parks Sports Complex project

Park District Staff was directed by the Fargo Park Board to advertise for a Request for Qualifications (RFQ) for construction management at risk services (CMAR) for Phase II of the Fargo Sports Complex Project. Proposals are due October 31st, 2022 at 10:00 a.m.

At the time this memorandum was written, no proposals were received. A list of the received proposals will be shared at the time of the committee meeting. The selection committee includes Dave Leker, Executive Director, Fargo Park District, Mark Honzay, JLG Architects, Tony Eukel, MBN Engineers and Cody Baker, Dakota Fence. The ad-hoc committee includes Phil Siek, Sanford, and Tyler Kirchner, Project Manager.

A recommendation will be brought forward at the time of the Committee meeting.

Please feel free to contact me with any questions prior to the meeting.

Thank you.



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Dave Bietz, Parks Director

RE: Agenda Item No. 3 - Review Gift Agreement from Dan Thompson

Staff has been contacted by Dan Thompson. Dan is a resident of Fargo, and he wants to donate a piece of land along our County 20 Trail in North Fargo. The land belonged to Dan's father who has passed away and now Dan wants to donate the land to the Park District. In exchange for the donation of land, Mr. Thompson is requesting to have one (1) adult 5 for 1 golf pass and one (1) senior 5 for 1 golf pass to the Park District golf courses for three consecutive (3) years commencing with the 2023 golf season (such passes may be given in the calendar year prior to the golf pass year) to donate to the Fargo Air Museum. The Air Museum shall auction off the passes each year as part of the Air Museum's benefit fundraiser.

Included with this memo is the Gift Agreement, Quit Claim Deed and an aerial showing the location of the parcel of land that is to be donated. Currently, the land does have a segment of our trail that we currently maintain as a part of our current maintenance activities.

Staff is asking the Committee to review the attached Gift Agreement and move this item to the full board for consideration to approve.

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

Thank you.

GIFT AGREEMENT

THIS AGREEMENT (The “Agreement”) is made this _____ day of _____, 2022, by and between **Dan Lloyd Thompson and Nancy Ann Slotten, the co-personal representatives of the Estate of Lloyd O. Thompson** (the “Estate”) and **The Park District of the City of Fargo**, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose pose office address is 701 Main Avenue, Fargo, ND 58103 (“Park District”).

WHEREAS, the Estate owns a certain parcel of land legally described as:

All that part of Lot Twenty-Three (23), Block One (1), of the Red River Addition to the City of Fargo, lying East of a line parallel to and 13.38 feet Northwesterly of the Northwesterly line of Lot Seventeen (17), as extended to the Red River of the North

(the “Property”)

WHEREAS, the Estate desires to gift and deed the Property to the Park District and the Park District desires to receive the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above recitals, it is agreed as follows:

1. Gift. The Estate agrees to execute a quit claim deed, a specimen copy of which is attached to this Agreement, deeding the Property to the Park District. The co-personal representatives represent and warrant that they have the property authority to execute the quit claim deed and make the gift contemplated by this Agreement without further approval or signature from any heirs of devisees of the Estate.

2. Gift to Air Museum. The Park District agrees to donate to the Air Museum one (1) adult 5 in 1 golf pass and one (1) senior 5 in 1 golf pass to the Park District golf courses for three consecutive (3) years commencing with the 2023 golf season (such passes may be given in the calendar year prior to the golf pass year). The Air Museum shall auction off the passes each year as part of the Air Museum’s benefit fundraiser.

3. Property Maintenance. Upon execution of the quit claim deed, the Park District agrees that it maintain and be responsible for all aspects of the Property.

4. Hold Harmless. The Estate agrees to the hold the Park District harmless from and against all claims arising prior to the execution of the quit claim deed as they relate to the Property. The Park District agrees to hold the Estate (and its heirs) harmless from and against all claims that may arise as related to the Property after the execution of the quit claim deed.

5. Charitable Donation. The Park District represents to the Estate that it is a municipal corporation under North Dakota law. The Estate and its heirs agree that they will consult with their tax advisors as it relates to the donation contemplated in this Agreement.

6. Entire Agreement. This Agreement constitutes the entire and complete agreement between the Estate and the Park District and supersedes any prior oral or written discussions between the parties, or their representatives, with respect to the gift contemplated herein. No change in the terms and conditions of this Agreement shall be enforceable unless in writing and duly executed.

7. Binding Effect. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

8. Controlling Law. This Agreement has been made and entered into under the laws of the State of North Dakota and the laws of North Dakota shall control its interpretation.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

The Estate of Lloyd O. Thompson

By: Dan Lloyd Thompson
Its: Co-Personal Representative

By: Nancy Ann Slotten
Its: Co-Personal Representative

The Park District of the City of Fargo

By: Dave Leker
Its: Executive Director

I hereby certify that this transaction is exempt from the requirement that a statement of full consideration be filed pursuant to N.D.C.C. § 11-18-02.2(6)(h).

Date: _____
_____ GRANTEE OR AGENT

QUIT CLAIM DEED

THIS INDENTURE, Made this _____ day of _____, 2022, between **Dan Lloyd Thompson and Nancy Ann Slotten, the co-personal representatives of the Estate of Lloyd O. Thompson a/k/a Lloyd Orville Thompson**, hereinafter (“GRANTOR”); and **The Park District of the City of Fargo**, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose address is 701 Main Avenue, Fargo, ND 58103 (“GRANTEE”).

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, GRANTOR does hereby QUIT CLAIM to the GRANTEE, all of their interest in the following real property lying and being in the County of **Cass**, and State of North Dakota, and described as follows, to-wit:

All that part of Lot Twenty-Three (23), Block One (1), of the Red River Addition to the City of Fargo, lying East of a line parallel to and 13.38 feet Northwesterly of the Northwesterly line of Lot Seventeen (17), as extended to the Red River of the North

The legal description was obtained from a previously recorded instrument known as Document No. 1400499.

WITNESS, The hand of the GRANTOR:

**Estate of Lloyd O. Thompson
a/k/a Lloyd Orville Thompson**

By: _____
**Dan Lloyd Thompson, Co-Personal
Representative**

By: _____
Nancy Ann Slotten, Co-Personal Representative

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

On this _____ day of _____, 2022, before me, personally appeared **Dan Lloyd Thompson**, known to me to be a **Co-Personal Representative of Estate of Lloyd O. Thompson a/k/a Lloyd Orville Thompson**, and who executed the within and foregoing instrument.

(S E A L)

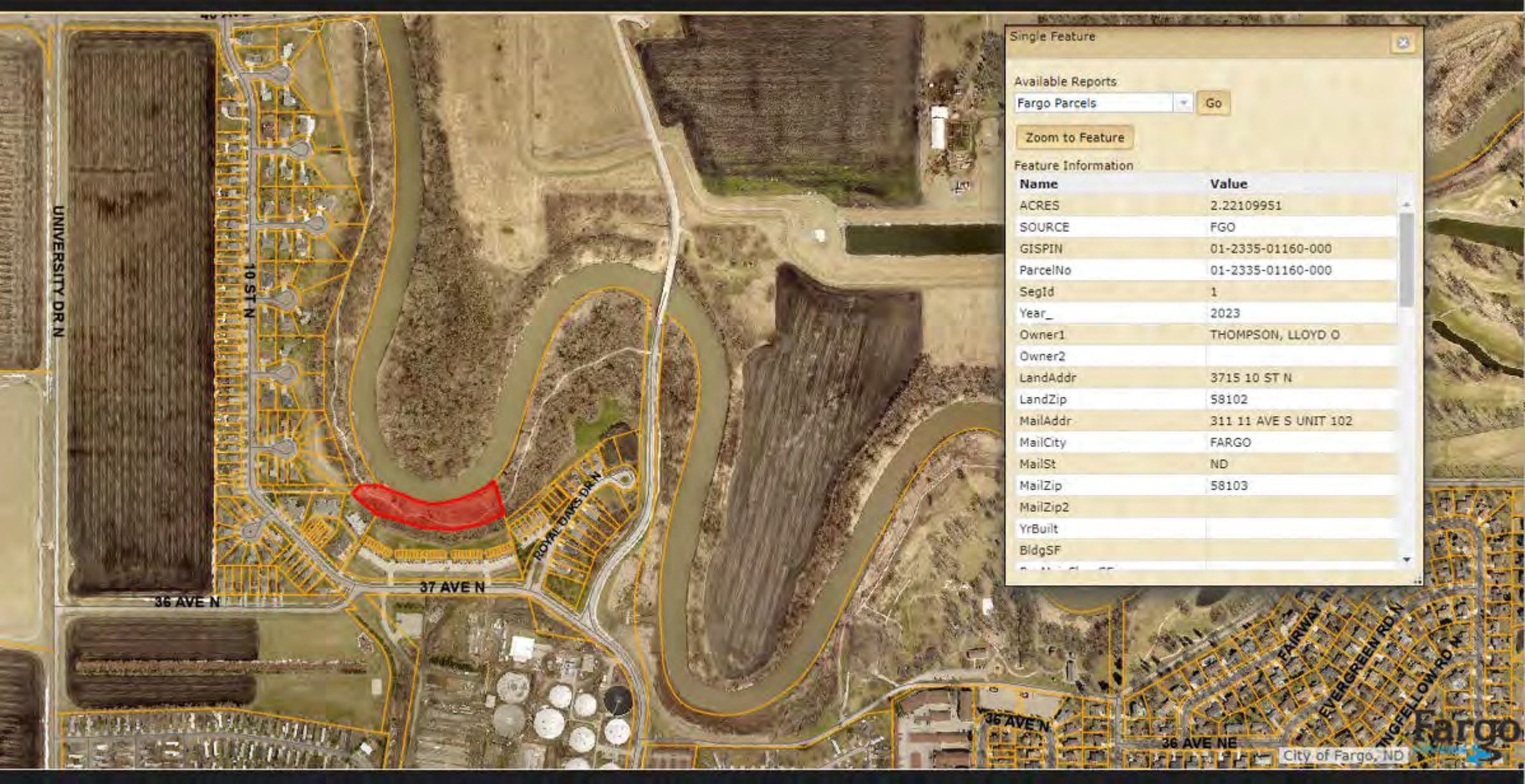
Notary Public
Cass County, State of North Dakota

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

On this _____ day of _____, 2022, before me, personally appeared **Nancy Ann Slotten**, known to me to be a **Co-Personal Representative of Estate of Lloyd O. Thompson a/k/a Lloyd Orville Thompson**, and who executed the within and foregoing instrument.

(S E A L)

Notary Public
Cass County, State of North Dakota



Single Feature

Available Reports
Fargo Parcels

Feature Information

Name	Value
ACRES	2.22109951
SOURCE	FGO
GISPIN	01-2335-01160-000
ParcelNo	01-2335-01160-000
SegId	1
Year_	2023
Owner1	THOMPSON, LLOYD O
Owner2	
LandAddr	3715 10 ST N
LandZip	58102
MailAddr	311 11 AVE S UNIT 102
MailCity	FARGO
MailSt	ND
MailZip	58103
MailZip2	
YrBuilt	
BldgSF	



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Dave Bietz, Parks Director

RE: Agenda Item No. 4 - Review Gift Agreement from Urban Plains Land Company

Staff has been contacted by Michael Thomas with the Urban Plains Land Company. The Urban Plains Land Company is the owner of a parcel of land that they would like to gift to the Park District.

Included with this memo is the Gift Agreement, Quit Claim Deed and an aerial showing the location of the parcel of land that is to be donated. Currently, the land does have a segment of recreational trail that connects to trails on land we already own. We currently maintain this trail as a part of our current maintenance activities.

Staff is asking the Committee to review the attached Gift Agreement and move this item to the full board for consideration to approve.

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

Thank you.

GIFT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between **Urban Plains Land Company LLC** (“Urban Plains”) and **The Park District of the City of Fargo**, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose pose office address is 701 Main Avenue, Fargo, ND 58103 (“Park District”).

WHEREAS, Urban Plains owns a certain parcel of land legally described as:

Lot Seven (7), Block Two (2), Urban Plains By Brandt First Addition to the City of Fargo, Cass County, North Dakota

(the “Property”)

WHEREAS, Urban Plains desires to gift and deed the Property to the Park District and the Park District desires to receive the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals, it is agreed as follows:

1. Gift. Urban Plains agrees to execute a quit claim deed, a specimen copy of which is attached to this Agreement, deeding the Property to the Park District. The Park District shall record the quit claim deed with the county recorder for Cass County, North Dakota.

2. Charitable Donation. The Park District represents to Urban Plains that it is a municipal corporation under North Dakota law. Urban Plains agrees that it will consult with its tax advisors as it relates to the donation contemplated in this Agreement. The Park District and Urban Plains agree that the Property has a fair market value of \$79,000 and that the gift of the Property is solely for public purposes. Urban Plains has not received anything from the Park District in exchange for the gift of the Property.

3. Entire Agreement. This Agreement constitutes the entire and complete agreement between Urban Plains and the Park District and supersedes any prior oral or written discussions between the parties, or their representatives, with respect to the gift contemplated herein. No change in the terms and conditions of this Agreement shall be enforceable unless in writing and duly executed.

4. Binding Effect. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

5. Controlling Law. This Agreement has been made and entered into under the laws of the State of North Dakota and the laws of North Dakota shall control its interpretation.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

Urban Plains Land Company LLC

By: Michael R. Vannett
Its: President

The Park District of the City of Fargo

By: Dave Leker
Its: Executive Director

I hereby certify that this transaction is exempt from the requirement that a statement of full consideration be filed pursuant to N.D.C.C. § 11-18-02.2(6)(h).

Date: _____
_____ GRANTEE OR AGENT

QUIT CLAIM DEED

THIS INDENTURE, Made this _____ day of _____, 2022, between **Urban Plains Land Company LLC**, hereinafter (“GRANTOR”); and **The Park District of the City of Fargo**, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose address is 701 Main Avenue, Fargo, ND 58103 (“GRANTEE”).

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, GRANTOR does hereby QUIT CLAIM to the GRANTEE, all its interest in the following real property lying and being in the County of **Cass**, and State of North Dakota, and described as follows, to-wit:

Lot Seven (7), Block Two (2), Urban Plains By Brandt First Addition to the City of Fargo, Cass County, North Dakota

The legal description was obtained from a previously recorded instrument known as Document No. 1177901.

WITNESS, The hand of the GRANTOR:

Urban Plains Land Company LLC

By: Michael R. Vannett
Its: President

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

On this _____ day of _____, 2022, before me, personally appeared Michael R. Vannett, known to me to be the President of **Urban Plains Land Company LLC**, and who executed the within and foregoing instrument.

(S E A L)

Notary Public
Cass County, State of North Dakota



Single Feature

Available Reports
Fargo Parcels

Feature Information

Name	Value
ACRES	0.67107415
SOURCE	FGO
GISPIN	01-8010-00090-000
ParcelNo	01-8010-00090-000
SegId	1
Year_	2023
Owner1	URBAN PLAINS LAND CO LLC
Owner2	
LandAddr	4801 28 AVE S
LandZip	58104
MailAddr	4650 26 AVE S STE E
MailCity	FARGO
MailSt	ND
MailZip	58104
MailZip2	
YrBuilt	
BldgSF	



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Dave Bietz, Parks Director

RE: Agenda Item No. 5 - Review Request to Solicit Bids for 2023 Parks Department Equipment

In alignment with our Procurement Policy, Policy No.390, we are requesting permission to publicly bid the 2023 Parks Department equipment. The Parks Department bids equipment annually and funds will be taken from the 2023 approved budget. The projected timeline for the bid process will be as follows:

- Public Bid Opening December 13, 2022
- Possible award by Park Board Commissioners January 9, 2023

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

Thank you.



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Broc T. Lietz, Finance Director

RE: Agenda Item No. 6 - Review and Discuss Personnel Policies

The Human Resources department worked with the Director's team to review several personnel policies. The several polies were presented at the October 12th Administration Committee meeting. Time did not allow for the attached policies to be reviewed.

Through this process, the Director's team and Human Resources discussed the need to develop a systematic review of personnel policies accompanied by an education and communication plan for park district staff of policy updates.

This memo gives a broad explanation of the changes recommended for each policy and a potential effective date. Attached to the memo are the following policies for your consideration.

Policy 300 – Holidays: Language changes to establish when and how holiday hours are paid, changing the vacation credit practice, and differentiation between exempt/non-exempt employees. (Effective Date: 01/01/2023)

Policy 510 – Social Networking: Language changes clarifying acceptable behavior and use of social media and representation of the Park District. (Effective Date: Immediate)

The following policies are for discussion and direction purposes.

Policy 240 – Sick Leave: Review current policy and discuss options for equity, accrual, payout logistics, and potential effective date.

Policy 235 – Donation of Vacation & Sick Leave Policy: Discuss the option o expanding the leave donation options to include sick leave if the sick leave policy is changed.

If you have questions, please reach out to Broc Lietz or Stacy Kruger.

Thank you.

Dave Leker, Executive Director
PARK COMMISSIONERS – Vicki Dawson * Joe Deutsch * Aaron Hill * Dawn Morgan * Jerry Rostad
CLERK – Dave Leker

PARK DISTRICT OF THE CITY OF FARGO
HOLIDAYS
POLICY NO. 300

Date Approved by Park Board 03/17/09 Date Reviewed by Staff 05/04/2207/01/16

The Park District observes the following holidays:

New Year's Day	-	January 1
President's Day	-	Third Monday in February
Good Friday		
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Friday after Thanksgiving		
Christmas Day	-	December 25

When a holiday falls on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is observed as the holiday.

All regular full-time employees will receive holiday hours based on employment status.

Regular full-time employees who are required to work on holidays because of the nature of their work, or because of their regular work shift, will be paid for~~receive~~ the hours worked and receive 8 hours of Holiday pay~~on the holiday based on benefited status added to their vacation balance.~~

Holiday pay is not considerable for overtime. Holiday pay is paid out at employee's regular rate.

Procedure:

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Non-exempt:

Work 4 hours on holiday, will be paid 4 regular hours + 8 holiday hours – no vacation credit

Exempt:

Will be paid 8 hours of Holiday pay only, regardless if worked on holiday or not – no vacation credit

Golf Pros:

Will receive full pay – no holiday pay and no vacation credit

PARK DISTRICT OF THE CITY OF FARGO
SOCIAL NETWORKING
POLICY NO. 510

Date Approved by Park Board 11/12/2019 Date Reviewed by Staff 0609/0128/20192022

Every day, people discuss and visit Fargo parks in person and virtually. The Fargo Park District recognizes the vital importance of participating in conversations and are committed to ensuring that we participate in social media the right way.

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Commented [CD1]: Maintain consistency of brand voice, tone, and messaging across social platforms to mirror those of our mission.

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The Fargo Park District recognizes the prevalence of social networking and the role it plays in today's communication. However, social networking provides no inherent guarantee of privacy or limited distribution of original posted content. As used in this policy, "social networking" includes, but is not limited to, forums, blogs, and social networking sites such as Twitter, Facebook, Instagram, LinkedIn, YouTube, Reddit, TikTok and Snapchat.

Fargo Parks encourages all of its employees to explore and engage in social media communities at a level at which they feel comfortable while adhering to the practices outlined in this policy. Have fun but be smart. Employees should approach online worlds in the same way we do the physical one – by using sound judgment and common sense.

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For the Fargo Park District's protection, only employees who have authorization may post to or create any social networking site regarding the business of the Fargo Park District. These employees must have an official Fargo Park District social media account and adhere to posting factual and appropriate information. The accounts belong to the Fargo Park District and authorized employees will forfeit any access to these accounts upon termination of employment.

If you participate in social media activities as part of your job at the Fargo Park District on an account created for that purpose, that account is considered the district's property and remains so if you leave the organization — meaning you will not try to change the password or the account name or create a similar sounding account or assert any ownership of the account or the contacts and connections you have gained through the account. Any materials created for or posted on the account will remain park district property. This doesn't apply to personal accounts that you may access at work, but does apply to all Fargo Parks and affiliate branded accounts as well as employee engagement accounts.

Commented [KM2]: Portion lifted from Dell Technologies policy

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Commented [CD3]: Awareness that what you say is permanent

Personal Social Media Usage

Fargo Park District employees are ambassadors of our organization. Online accounts for business or personal use can intersect. The Fargo Park District respects free speech rights of all employees, but employees are asked to remember customers, colleagues and supervisors have access to information shared online.

There's a big difference in speaking "on behalf of Fargo Parks" and speaking "about" Fargo Parks. This set of principles refers to those personal or unofficial online activities where you might refer to Fargo Parks.

- It is encouraged for you to participate in the social media community but remember to use sound judgement and common sense. You are responsible for your own actions. Anything you post that can potentially tarnish the Fargo Park District's image will ultimately be your responsibility.

- You may not be the online spokesperson, but always look out for compliments and criticism of the Fargo Park District and share with the Marketing Team. **Even if you are not an official online spokesperson for Fargo Parks, you are one of our most vital assets for monitoring the social media landscape. If you come across positive or negative remarks about Fargo Parks online that you believe are important, forward them to the Marketing Team.**
- Let the authorized individuals respond to ~~the negative posts you may come across. You may be tempted to react yourself to the negative or unfavorable comments, pass the post along to the authorized individual to address.~~ **You may come across negative or disparaging posts about Fargo Parks or see third parties trying to spark negative conversations. Avoid the temptation to react yourself. Pass the post(s) along to the marketing team, who are trained to address such comments.**
- **Be conscious when mixing your business and personal lives. The Fargo Park District respects the free speech rights of all of its employees, but you must remember that customers, colleagues and supervisors often have access to the online content you post.**

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Employee Engagement

Social media accounts and content associated with the Social Media Wizards program are owned by the Fargo Park District. Employees who participate are volunteering to act as a spokesperson on behalf of the organization.

- Remember, you are representing the company. It's important to carry out the same positive message the company instills in its communications. How you conduct yourself on social media is not only a reflection of you, but the company as well.
- If you are unsure, don't post. When posting online, you must make sure that the information is accurate and not misleading. Implement your sound judgment, if you have any doubt, don't post.
- Give credit where credit is due. If something is not yours, don't claim authorship. If you are using another party's content in your posts, assure that they are credited for it. Always get permission before using copyrights, trademarks, etc.
- Social media can be helpful for the company when using it for legitimate work purposes or activities. We encourage all employees to exercise sound judgment to prevent social media from becoming a distraction at work, be accountable to your work.
- **Once information is posted online, it becomes permanent, even if you remove or delete it.**
- If you cannot fit it into a character-restricted space, provide a link to an online space where the message can be expressed completely.
- All authorized accounts on behalf of the Fargo Park District need to use the correct logo and header images.

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In addition, on or off company equipment and/or work time, social networking cannot:

1. Interfere with an employee's productivity or job performance.
2. Harm, injure, or disparage the Fargo Park District, its products or services, or reveal confidential or proprietary information.
3. Identify or cause harm to the Fargo Park District employees, customers, or others associated with the Fargo Park District.
4. Be used to harass or discriminate against anyone including but not limited to any former or current employee, customer, or business associate.
5. Be used to post personal contact information obtained in or related to the workplace, or workplace photographs of coworkers without their prior permission.

6. Be used to recommend, refer or provide a business preference for any former or current employee.

7. Be used to post content that is plagiarized.

7.

8. Expect any level of privacy.

Whether on work or personal time, every employee is a representative of the Fargo Park District. If an employee identifies themselves as an employee of the Fargo Park District, the employee must make it clear within your page's bio section that the views the employee stated are the employee's views only and do not represent the Fargo Park District's views. It is critical to remember what the Fargo Park District stands for and our role in the social media community.

Employees are strongly urged to report any violations or perceived violations to their supervisors, Director, or the HR department.

The Fargo Park District will investigate and respond to all reports of violations of the social networking policy and other related policies. Violation of the Fargo Park District's social networking policy will result in disciplinary action, up to and including immediate termination. Depending on the nature of the offense, the Fargo Park District reserves the right to take legal action against employees who engage in prohibited and unlawful conduct.

This policy is not intended to infringe on employees' exercise of rights under the NLRA.

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PARK DISTRICT OF THE CITY OF FARGO

SICK LEAVE
POLICY NO. 240

Date Approved by Park Board 08/07/2018 Date Reviewed by Staff 07/17/2022

Regular full-time employees are eligible for paid sick leave. Sick leave may be used for an employee's own illness, or for the care of an employee's sick spouse, parent(s), or child. Sick leave may also be used for other health related reasons (doctor appointments, dental exams, vision checks, EAP appointments, etc.) Sick leave over 3 days will require a doctor's documentation.

For the purpose of using sick leave to care for a child, a child is defined as a son or daughter – biological, adoptive, foster, step child, a legal ward, or a child of a person standing in place of a parent, who is under the age of 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

Sick leave is earned as follows:

Regular Full-time Employees:

<u>YEARS OF SERVICE</u>	<u>HOURS PER MONTH</u>	<u>HOURS PER YEAR</u>
Benefit Eligibility Date - End of Year 3	8	96
Start of Year 4 - End of Year 7	10	120
Start of Year 8 - End of Year 12	12	144
Start of Year 13 - End of Year 18	14	168
Start of Year 19 and Over	16	192

Under special circumstances, to assist with recruitment, allow for negotiations regarding an employee's starting accrual levels and/or sick leave beginning balances other than 0. This request must be approved by the Department Director, Direct Supervisor, and HR Manager, before offered to the potential employee. Years of service will be computed from Employee's benefit eligibility date.

All unused accumulated sick leave time will be carried forward to the next fiscal year. Employees upon termination, retirement, or death will be paid out their unused sick leave balance according to the following schedule:

Employed with the Fargo Park District:

Years:	Pay out Percentage:
0 to 5 years	<u>45%</u>
6 to 10 years	<u>80%</u>
11 to 15 years	<u>125%</u>
16 to 20 years	<u>160%</u>
20+ years	<u>205%</u>

Employees must notify their immediate supervisor, no later than 30 minutes prior to the regular start time of their shift, of their pending absence. Employees are expected to schedule planned medical appointments to minimize disruption of workflow. Foreseeable sick leave requests must be submitted as a time-off request through appropriate departmental time off request process. **A no call – no show will be treated as an unapproved leave and may result in disciplinary action.**

For absences that qualify for sick leave utilization, all accrued sick leave must be used before an employee can draw from their vacation balance. All accrued sick and vacation leave balances must be exhausted before the employee can move into an unpaid status (cannot bank hours and chose to not be paid). Non-exempt employees only use the amount of sick leave necessary to get to their regularly scheduled hours for the work week. Exempt employees use sick leave in full or half day increments just like with vacation leave.

If an employee becomes eligible to receive long-term disability benefits, or worker's compensation benefits, sick leave accruals cease. An employee granted an approved leave of absence without pay will not accrue sick leave during the leave of absence.

Sick leave cannot be made up by working extra hours, except with the permission of an employee's supervisor, and only when the make-up hours are worked in the week in which the sick leave was taken. If a holiday occurs during sick leave, the holiday is not considered a day of sick leave and no deduction of sick leave will occur.

Employees cannot sick leave their way out for retirement. The employee's official "retirement date" is the last day, that employee physically works for the Park District.

Regular Part Time, Temporary Full Time and Seasonal Employees are not eligible for sick ~~vacation~~ leave.

PARK DISTRICT OF THE CITY OF FARGO
SICK LEAVE
POLICY NO. 240

Date Approved by Park Board 08/07/18

Date Reviewed by Staff 07/25/18

Regular full-time employees are eligible for paid sick leave. Sick leave may be used for an employee's own illness, or for the care of an employee's sick spouse, parent(s) or child. Sick leave may also be used for other health related reasons (doctor appointments, dental exams, vision checks, EAP appointments, etc.). Sick leave over 3 days will require a doctor's documentation. An employee accumulates sick leave at a rate of one day (eight hours) per month for the first ten years of employment. After ten years of employment, sick leave accrues at the rate of one and one-half days (twelve hours) per month. A maximum of 960 hours of sick leave may be carried over at the end of any calendar year. An employee will be compensated for any sick leave in excess of 960 hours at the end of the calendar year at the rate of fifty percent (50%) of the employee's hourly wage rate.

For absences that qualify for sick leave utilization, all accrued sick leave must be used before an employee can draw from their vacation balance. All accrued sick and vacation balances must be exhausted before the employee can move into an unpaid status (cannot bank hours and chose to not be paid). Non-exempt employees only use the amount of sick leave necessary to get to their regularly scheduled hours for the work week. Exempt employees use sick leave in full or half day increments just like with vacation. The reason for this is exempt staff are paid a salary not hourly.

For the purpose of using sick leave to care for a child, a child is defined as a son or daughter – biological, adoptive, foster, or step child, a legal ward, or a child of a person standing in place of a parent, who is under the age of 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

If an employee becomes eligible to receive long-term disability benefits, or worker's compensation benefits, sick leave accruals cease. Unused sick leave will not be paid on termination of employment and cannot be used as vacation. Sick leave cannot be made up by working extra hours, except with permission of an employee's supervisor, and only when the make-up hours are worked in the week in which sick leave was taken. If a holiday occurs during sick leave, the holiday is not considered a day of sick leave.

Employees must notify their immediate supervisor, no later than 30 minutes prior to the regular start time of their shift, of their pending absence. Employees are expected to schedule planned medical appointments to minimize disruption of workflow. Foreseeable sick leave requests must be submitted as a time-off request through the appropriate departmental time off request process.

A terminated employee, who is rehired within two years of termination, will retain previously accumulated sick leave. An employee granted an approved leave of absence without pay will not accrue sick leave during the leave of absence.

An employee shall promptly inform their supervisor, or the Human Resources Department, when commencing sick leave and shall provide any requested documentation.

Regular Part Time, Temporary Full Time and Seasonal Employees are not eligible for sick leave.

PARK DISTRICT OF THE CITY OF FARGO
DONATION OF ~~VACATION AND SICK ANNUAL~~ LEAVE POLICY
POLICY NO. 235

Date Approved by Park Board 12/12/17
08/04/2021

Date Reviewed by HR 08/01/2022

The Fargo Park District (FPD) provides employees the opportunity to donate accrued vacation and sick leave hours to assist employees who have exhausted all their vacation and sick bank hours due to unforeseen circumstances beyond the employee's control.

The party requesting the donation ("Recipient") must be a current benefited FPD employee and:

- 1) has worked for the FPD for at least 30 days
- 2) has exhausted, or anticipates exhausting, all vacation and sick bank hours due to a qualifying leave reason under the guidelines of the Family Medical Leave Act.
- 3) has completed a Request for Donation of Accrued Vacation and Sick Leave form ("Recipient Form") and has Director and HR approval
- 4) is not currently on any form of discipline or performance improvement plan.

The party contributing the vacation or sick leave hours ("donor") must also be a current benefited FPD employee, and

- 1) has a minimum of 200 hours of combined vacation and sick hours remaining in his/her bank following the donation of vacation or sick leave hours.

A donor's vacation or sick leave hours can only be donated in 4 hour increments up to a maximum of 40 hours per Recipient per donor per qualifying event. All donations for a Recipient will be used or applied in the order the Donor Forms are received and approved. Once the Donor Form is submitted and processed by Human Resources, the donations cannot be rescinded by the donor.

Donations are transferred to the account of the Recipient and are calculated on an hourly basis at the rate of Recipient's salary. All donations will be placed in Recipient's sick leave balance within the pay period in which the hours are used by Recipient.

The cumulative amount of donations added to an employee's existing leave balance may not exceed 12 work weeks (480 hours).

Donating vacation or sick leave hours pursuant to the policy is completely voluntary and neither a potential Recipient nor the Park District staff shall promote or otherwise pressure any employee to make such a donation.



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Carolyn Boutain, Enterprise Director, 701-866-4505

RE: Agenda Item No. 7 - Update on Rose Creek Restaurant

Legends Restaurant at Rose Creek Golf Course will be closing October 29, 2022. The tenant will be turning in their keys on October 30. They will not be renewing their lease which ends December 31, 2022.

Staff will begin to search for a new tenant for the golf course. The staff will update the board on the research and plans for finding the next food and beverage provider.

Please contact me with questions.

Thank you!



MEMORANDUM

DATE: October 26, 2022

TO: Budget/Facilities Committee

FROM: Dave Bietz, Parks Director

RE: Agenda Item No. 8 - Review Encroachment Agreement with Todd and Kelly McComb for a Fencing Easement

Staff received a request from Kelly and Todd McComb, the owners of 2722 Lilac Ln North, Fargo, North Dakota. They are asking for a fencing easement. The desire of the fence is to square off the property between the Park Property and their home/backyard. The McComb's share a property line with our North Oaks Park.

In exchange for permission to allow a fence on this area, the McComb's are willing to accept the future ongoing maintenance of this area as their responsibility. Staff has reviewed the area of the request and has determined the area to be of low value to the operations of our system and has little to no value from a recreational standpoint. Staff recommends we allow this easement in exchange for the maintenance of the area that has been described above.

We are asking the Committee to review the attached Encroachment Agreement and move to the full board for consideration to approve.

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

Thank you.

Draft

ENCROACHMENT AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered by and between the **PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, 701 Main Avenue, Fargo, North Dakota 58103 (the “Park District”) and **KELLY AND TODD MCCOMB**, (the “Owner”), 2722 Lilac LN North, Fargo, North Dakota

WHEREAS, Park District is the owner of property located at 2882 Lilac LN North, Fargo, North Dakota, (the “Park Property”) described as follows and further delineated on the attached Exhibit “A”:

Lot 2, Block 2, North Oaks Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

WHEREAS, Owner owns the following-described real estate bordering on the northwest corner of the Park Property (the “McComb Property”):

Lot 21, Block 2, North Oaks Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

WHEREAS, Owner desires to erect a fence to square off the property between the Park Property and their home/backyard; and

WHEREAS, it has been determined that the fence will encroach on an unimproved portion of the Park Property.

NOW, THEREFORE, for and in consideration of the payment of \$250.00 from Owner to Park District, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Owner is hereby granted an easement to encroach on the Park Property, a pictorial representation of the encroachment being indicated on the attached Exhibit “A” (the “Encroachment Area”).
2. It is the intent of this Agreement that Owner may encroach on the Park Property, but only to the extent that the fence is located within that portion of the Encroachment Area, which area will be within 65 feet immediately adjacent to the common property line between the Park Property and the McComb Property as shown in Exhibit “A”.
3. The Owner shall have the right to construct, repair, improve or replace the fence provided the fence remains in the location as shown on Exhibit “A”. If the fence is removed with no intention to immediately replace it or if the fence falls into disrepair, either structural soundness or unsightliness and Owner does not correct the situation within 60 days of so being notified by the Park District, the easement and the right to encroach is terminated and the Owner shall cause the fence to be removed.

4. Upon termination of the encroachment for the permitted fence, Owner will restore and replace all Park Property to the condition of the property immediately adjacent the Park to the Encroachment Area.

5. It is understood and agreed by and between the parties that Owner is responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the Encroachment Area. Owner agrees to accept all maintenance responsibility for the surface of the Encroachment Area and the fence.

6. It is specifically understood and agreed that the Park District retains authority to operate and maintain existing above ground and underground facilities, if any, in the Encroachment Area. In the event the Park District needs to permanently restore the Encroachment Area to public use, Park District will provide Owner with written notice not less than one hundred eighty (180) days in advance to remove all encroachments permitted herewith, taking into account weather and ground conditions. In that event, the Owner or its successors, shall bear the cost of removal and relocation.

7. Owner agrees to indemnify and hold the Park District harmless from and against any and all expenses, demands, claims or losses of any kind that may be claimed against or sustained by Park District, its officers, agents and employees, the Park or any other municipal improvements by reason of the Owner's fence and/or use of the Encroachment Area.

8. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of Park District to grant such permission, which may now or hereafter exist.

9. This Agreement shall not terminate upon Owner's sale, transfer or assignment of the Property. Park District agrees that the terms of this Agreement will be applicable to a subsequent owner.

10. It is specifically agreed between the parties that a copy of this Agreement may be recorded.

PARK DISTRICT OF THE CITY OF
FARGO

By: _____
Dave Leker, Executive Director

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged to before me this ____ day of _____, 2022, by Dave Leker, Executive Director of the Park District of the City of Fargo, a park district under the laws of the State of North Dakota, who executed the same for and on behalf of the Park District.

Notary Public

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged to before me this ____ day of _____, 2022, by Kelly McComb and Todd McComb.

Notary Public

By: _____
Kelly McComb
Homeowner

By: _____
Todd McComb
Homeowner

EXHIBIT A

Pictorial View of Encroachment Area

