

BUDGET/FACILITIES COMMITTEE MEETING

Wednesday, July 26, 2023; 8:00 a.m.

Fargo Park District Board Room

701 Main Avenue, Fargo

Board Committee Members:

Dawn Morgan & Joe Deutsch

AGENDA

1. Review 2024 Preliminary Budget; Broc Lietz, presenter.
2. Consideration of additional Park District properties included in the Wildlife Management Program; Tony Schmitt, presenter.
3. Committee to review updates from EPIC on a private roadway at their EOLA Development; Dave Bietz, presenter.
4. Discussion of Broadway Square Agreement; Dave Bietz and Kevin Boe, presenters.
5. Committee to review 2024 recommended fees for the Fargo Parks Sports Complex; Susan Faus and Kali Mork, presenters.
6. Discussion on Name of the Fargo Parks Sports Complex; Susan Faus and Kelly Kuntz, presenters.
7. Review bids for Electric Ice Resurfacers for the Fargo Parks Sports Complex; Tony Schmitt, presenter.
8. Review bids for Brush Chipper 2023 or Current Model Year; Tony Schmitt, presenter.
9. Review bids for Drop Side Truck Dump Body 2023 or Current Model Year; Tony Schmitt, presenter.
10. Resolution Providing for the Competitive Sale of \$34,000,000 General Obligation Bonds, Series 2023A; Broc Lietz, presenter.
11. Permission to apply for the Garrison Diversion Conservancy District Recreation Grant; Tony Schmitt, presenter.
12. Other

Next Fargo Park Board Meeting: August 8, 2023; 5:30 p.m.

Next Facilities Committee Meeting: August 23, 2023; 11:00 a.m.



MEMORANDUM

DATE: July 19, 2023
TO: Fargo Park Board Commissioners
FROM: Luke Evenson, Controller
RE: Agenda Item No. 1 – Review 2024 Preliminary Budget

We have compiled draft #2 of the preliminary budget for 2024 and are presenting the following:

- Budget snapshot for the General Fund and Debt Service Fund.
- New Positions Summary in which costs are included in the budget.
- Detailed listing of the Capital Equipment and Improvement Projects that are currently included.
- The Continuing Education Schedule and costs included.

The following items in draft #2 of the 2024 Preliminary Budget I would like to highlight:

1. Mill Levy Valuation (Tax Revenue) for the Park District increased 12% based on preliminary reports from the City of Fargo.
2. State Aid (Intergovernmental Revenue) was budgeted to be approximately flat compared to 2023.
3. Charges for Services Revenue have been increased to reflect price points that were reviewed at the previous budget meeting.
4. Full time salaries expenses are budgeted with a 5% increase. A new position listing is also attached as this is the preliminary hiring plan for 2024. Not all new positions will be needed at the start of the fiscal year, so some of the salary amounts have been prorated for the approximate month they will be hired.
5. Health insurance expense increase of approximately 20% compared to 2023 after consultation with our benefit brokers.
6. The Transfers Out are related to the Long-Range Capital Planning needs for future projects on that listing (Irrigation, Concrete, Park Master Plans Construction, etc.)

The preliminary budget documents will be sent to the commissioners on Monday, July 24, 2023.

If you have any questions in regard to the budget, please feel free to reach out before the meeting.

Thank you.



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 2 – Consideration of additional Park District properties included in the Wildlife Management Program

The Sandhills Archery Club administers the Urban Archery Hunting Program in cooperation with the Fargo Park District and the City of Fargo. The park district participates in the program by providing space for training participants; as well as assisting with compliance checks in the field while our staff is conducting their daily maintenance activities, in addition to providing park district property for hunting.

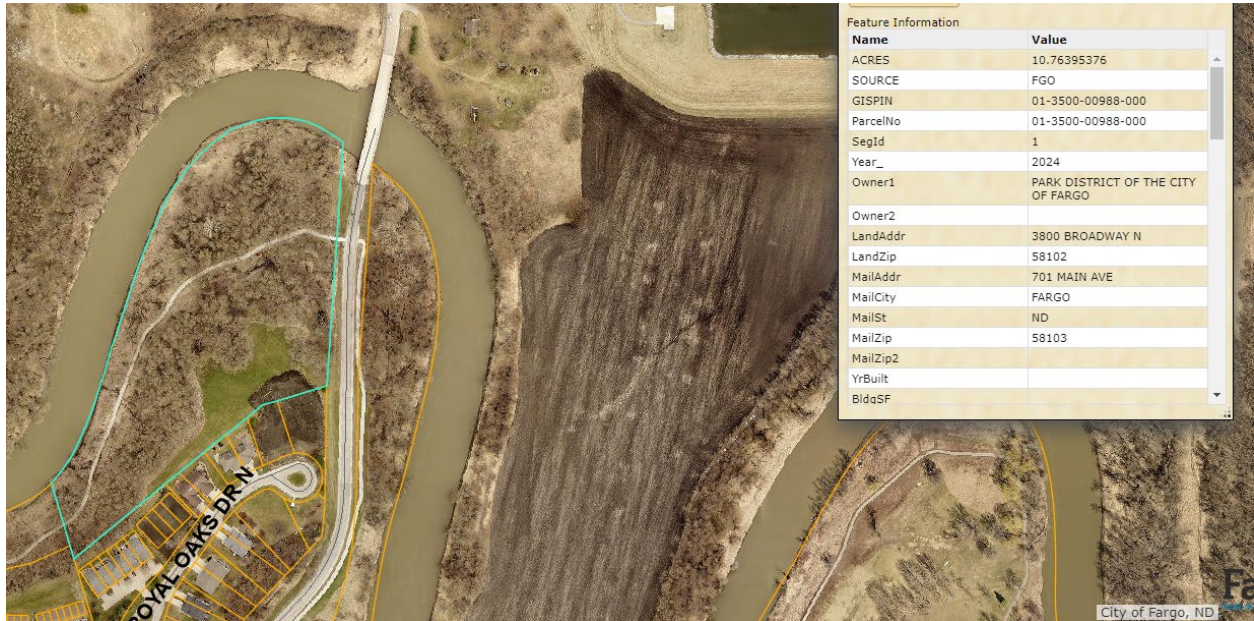
The Sandhills Archery Club is requesting additional areas to be included in the Wildlife Management Program; (1) Funfar Park, (2) Edgewood Golf Course, (3) Four parcels approximately 10 acres in total north of County Road 20, and (4) Trefoil Park. Attached are maps prepared by Sandhills Archery Club of the areas they are requesting to be added, along with justification for choosing these locations.

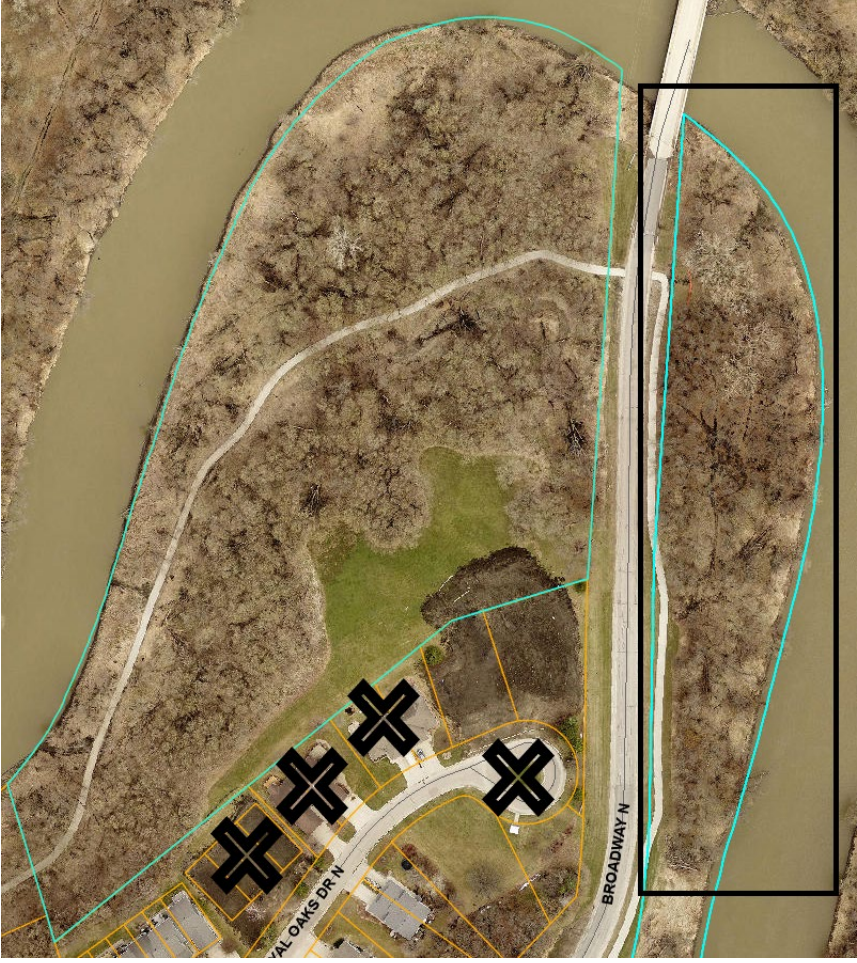
We are asking the Committee to review and discuss these proposed changes and potentially move to the full board for a decision.

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

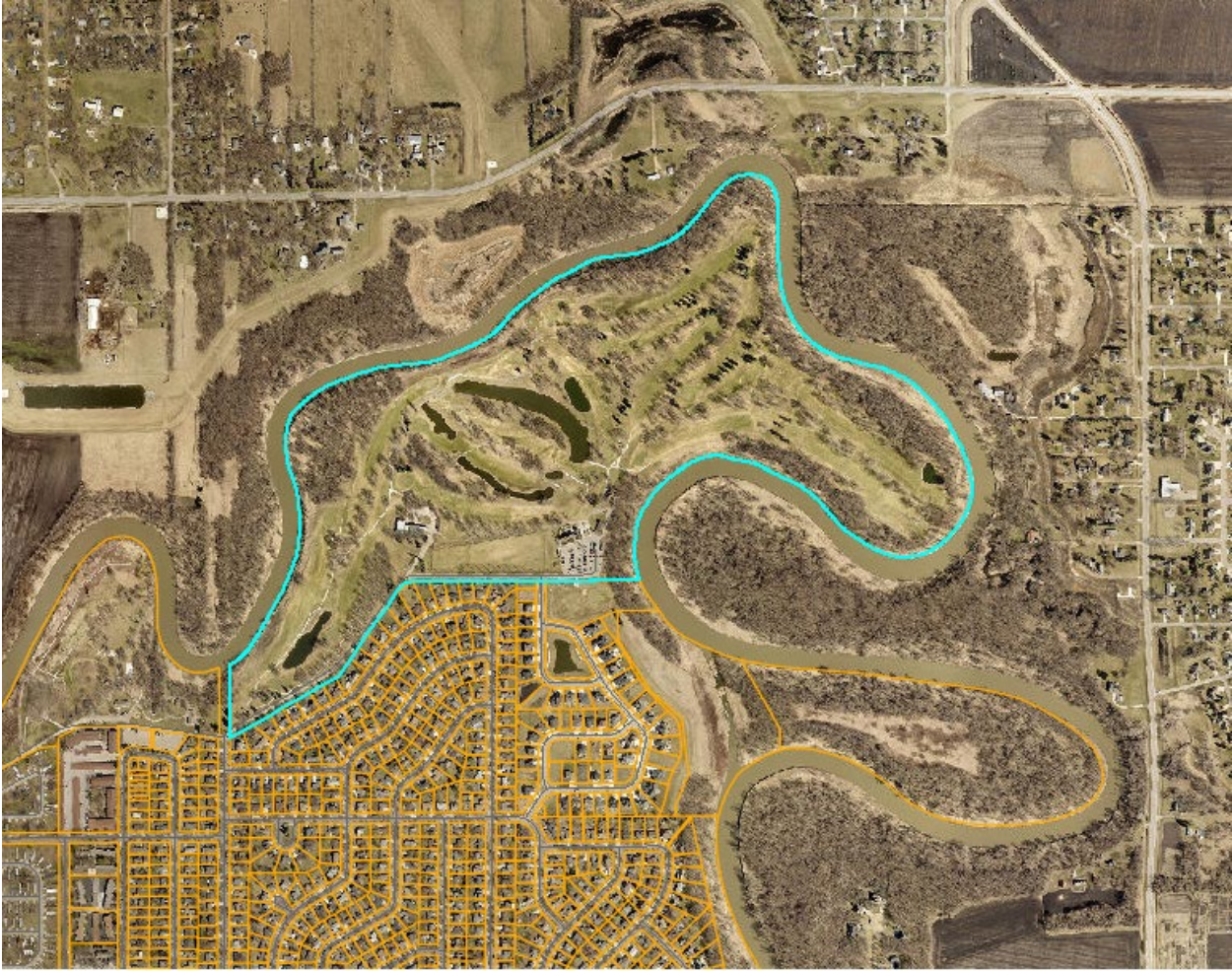
Thank you.

Funfar Park : With the removal of the bridge, this area is now an excellent candidate for the program. Multiple houses to the South are now removed and the residential road was moved back match the new limits. The area to the East also belongs to the Park District and portion from the original bridge abutment to the edge of the wooded area would be a candidate as well.



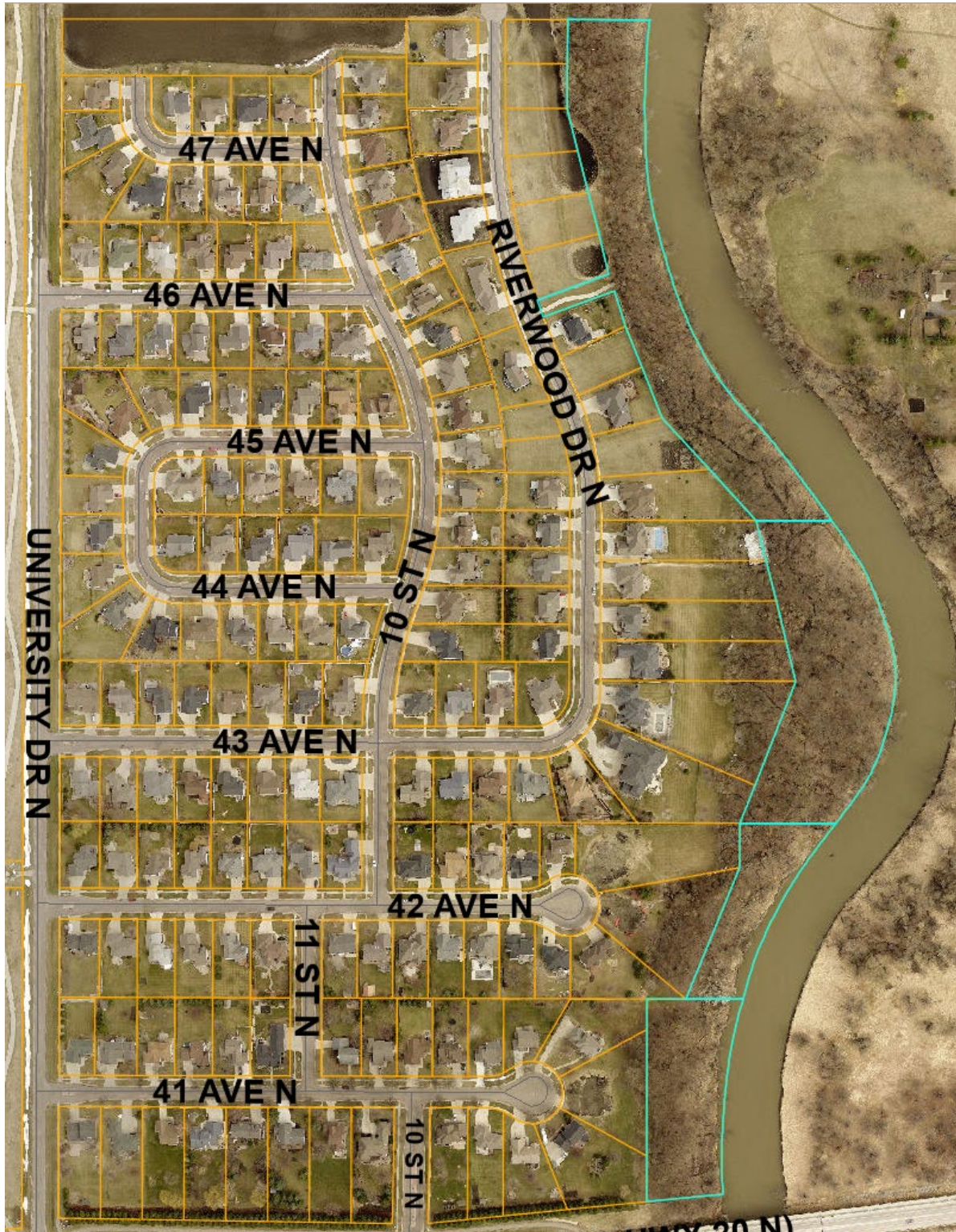


Edgewood Golf Course : Would be open for the Program from a period after the course closes for the Winter and until the snow is deep enough for the Cross Country Ski trails to open. The areas along the river would qualify. We have rules and regulations regarding proximity to buildings that will limit interactions.



Properties North of County Road 20 :

Four parcels of Park District property of approximately 10 Acres in total. Numerous parcels adjacent to these units are City of Fargo flood buyout lots and are vacant. Imagery is only current to 2021.



Trefoil Park : Areas along the Northern and Eastern portion of the park would be suitable.





MEMORANDUM

DATE: July 20, 2023

TO: Facility Committee

FROM: Dave Bietz, Deputy Director of Operations

RE: Agenda Item No. 3 – Committee to review updates from EPIC on a private roadway at their EOLA Development.

History:

This item was discussed at the June 26, Facility Committee meeting as well as the July 11th Park Board meeting. At the July 11th, 2023, Board meeting this item was tabled and staff was directed to work with the city and Epic to try and eliminate or greatly reduce any cost to the Park District. Staff reached out to the city for further discussion and has also been working with EPIC to find an alternative plan for this roadway. The city reiterated their willingness to purchase Right of Way but also stated they are not requiring this roadway.

EPIC has developed a couple of options that make this roadway a private road versus a public road which would shift the cost of the road to EPIC and eliminate the need to move our building or sell any land to the city.

One of EPIC's options calls for a potential easement, currently thought to be 8 feet onto Park District Property and one option does not include this easement. EPIC is looking to not have any impacts onto the Park District but is still evaluating the best option. The options were in response to the obstacles we identified with the previous version of selling land to the City of Fargo for a Public Right of Way.

Obstacles previously identified included our current maintenance building as well as needing to share in the cost of the road construction.

The building falls within what was the ROW request. This building is our maintenance headquarters for our complex as well as serves as our irrigation building for the west portion of our complex. If the purchase would have been granted, we would have needed to relocate our building as well as our irrigation.

The estimated costs identified with the previous request included the following:

Relocate and update maintenance building	\$450,000
Relocate and upgrade site irrigation	\$100,000
One third of the construction of the roadway	\$1,070,000

The total area of the previous ROW was to be 34,658 Square feet. The total area for the ROW that the city would have purchase is 30,120 sq ft @ \$8.24 per sq ft = \$248,188.80.

EPIC had been open to discussions on paying for the remaining 4,538 feet for approximately \$37,000. EPIC has also been open to discussion on helping with the costs associated with our irrigation and demolition of the building. The amount discussed has been \$100,000. We would have anticipated \$137,000 from EPIC. EPIC is also planning to build a parking ramp on the Northeast corner of their property and as part of this proposal they would be willing to tie a drive isle from our Cornerstone Bank Arena parking lot to their parking ramp. Additionally, the parking ramp is planned to be free and open to public parking which would benefit all the surrounding amenities.

In total it is estimated this sale of the ROW to the city would have impacted the park district in the approximate amount of \$1,620,000. If we reduce this number by the amount of the sale of the ROW to the city and the amount of EPIC's contribution, we would be left with an approximate cost of \$1,234,811.20.

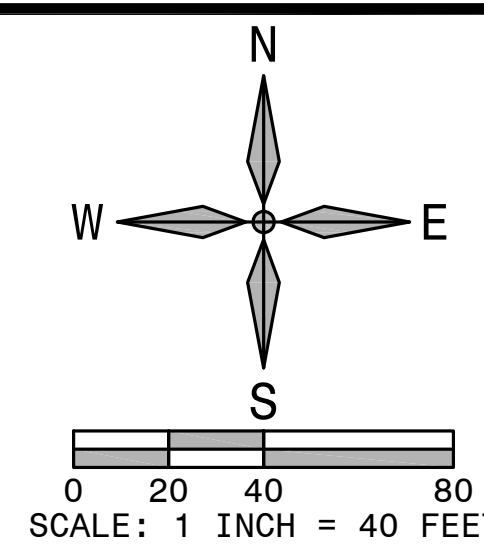
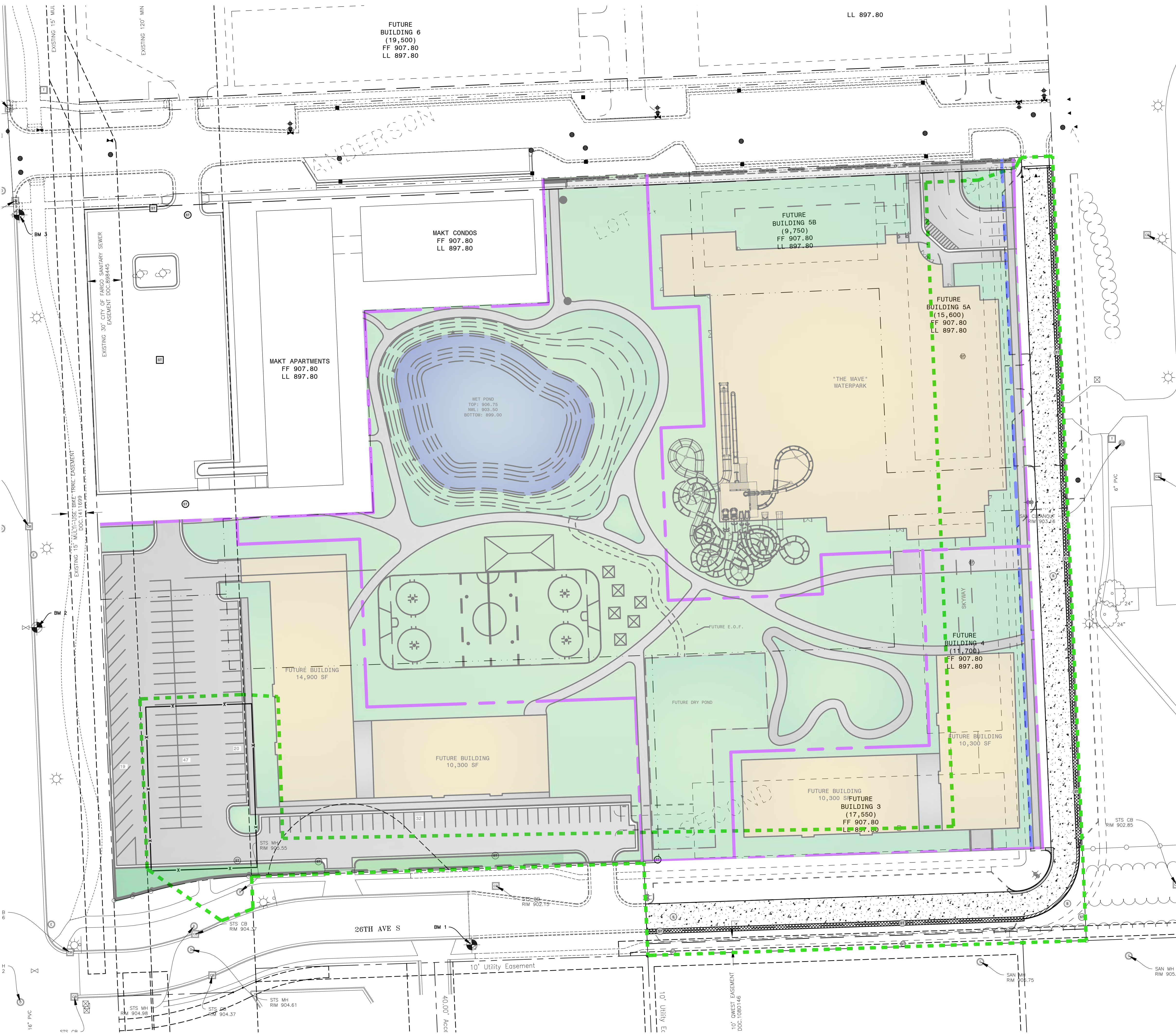
The roadway construction cost of \$1,070,000 could have been assessed to the Park District over the course of 20 years, the total carrying cost or financing cost of that assessment would be approximately \$450,000, this is calculated at a rate of 3.75% over the 20 years.

Current:

With the current options from EPIC, the financial impact to the Park District has been eliminated. Attached is a site plan that shows what EPIC is working towards. At the time of this memo there is no action being asked of the committee, rather just an update. By the time of the meeting EPIC may ask for the option of an easement, which could be considered by the committee and potentially be brought ahead for action at our August 8th Park Board meeting.

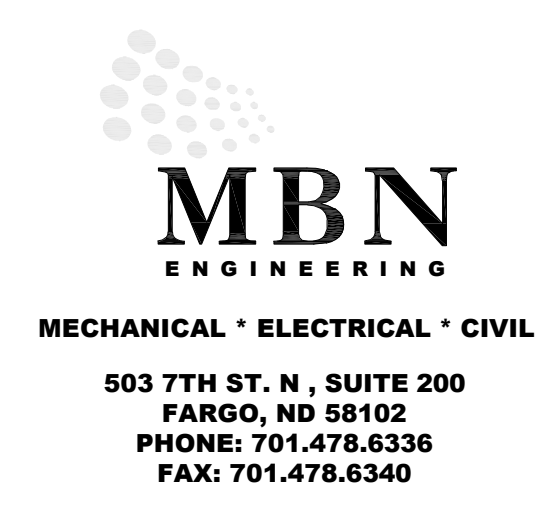
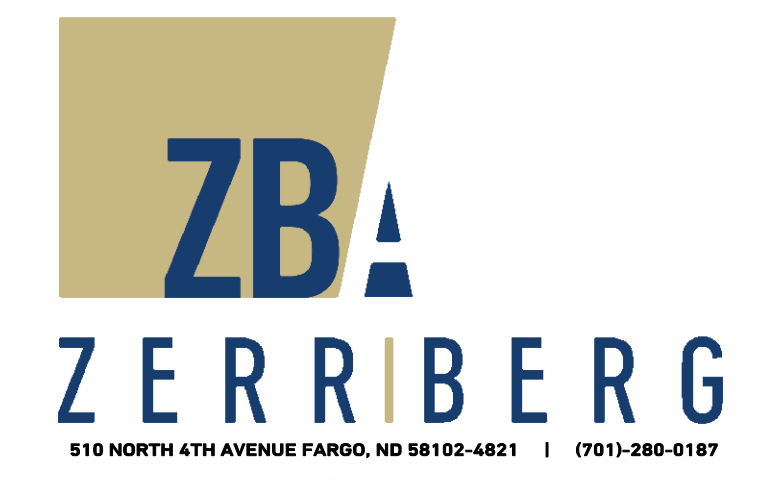
If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.



SYMBOL LEGEND:

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING BENCHMARK
- EXISTING FOUND MONUMENT
- EXISTING SET MONUMENT
- EXISTING DECIDUOUS TREE
- EXISTING WATER GATE VALVE
- EXISTING HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING STORM SEWER MANHOLE
- EXISTING CATCH BASIN SQUARE
- EXISTING CATCH BASIN ROUND
- EXISTING TELEPHONE PEDESTAL
- EXISTING TRAFFIC SIGNAL
- EXISTING TRAFFIC MANHOLE
- EXISTING ELECTRIC MANHOLE
- EXISTING TELEVISION PEDESTAL
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING TRAFFIC SIGN
- EXISTING BRUSHLINE
- EXISTING GUARDRAIL
- EXISTING CHAIN LINK FENCE
- PROPOSED PROPERTY LINE (REPLAT)
- PROPOSED EASEMENT LINE (REPLAT)
- CONSTRUCTION LIMITS
- NEW MANHOLE (UNDER ADJACENT CITY STREET PROJECT)
- NEW HYDRANT (UNDER ADJACENT CITY STREET PROJECT)
- NEW GATE VALVE (UNDER ADJACENT CITY STREET PROJ)
- NEW GATE VALVE (UNDER ADJACENT CITY STREET PROJ)
- NEW GATE VALVE
- NEW FIRE HYDRANT
- NEW SANITARY MANHOLE
- NEW PVC STORM INLET
- NEW STORM INLET
- NEW STORM MANHOLE
- NEW FENCE
- NEW 6" REINFORCED CONCRETE PAVEMENT
- NEW 4' WIDE CONCRETE VALLEY GUTTER
- NEW 12" GRAVEL SECTION
- NEW TYPE 1 STANDARD CONCRETE CURB & GUTTER
- NEW TYPE 2 STANDARD CONCRETE CURB & GUTTER



REVISION SCHEDULE

NUMBER	DESCRIPTION	DATE



EOLA MIXED-USE LOOP ROAD
FARGO, NORTH DAKOTA

PAVING PLAN

Project No.: 20-006
Date: 2021.04.02 **C5.0**



MEMORANDUM

DATE: July 18, 2023

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Deputy Director of Operations
Kevin Boe, Recreation Director

RE: Agenda Item No. 4: Discussion of Broadway Square Agreement

As we have discussed in past meetings the current 3-year Management Agreement continues until January 1st, 2024.

Staff along with Commissioner Hill have met with the Block 9 Partners (Mike Allmendinger, Scott Neal, and Paul Noah) on 3 different occasions on the Management Agreement.

In these meetings the discussion was on 5 items in the agreement (below). Mike Allmendinger, Scott Neal and Paul Noah reviewed items discussed in the first meeting and added some general comments outlined below:

- 1. Block 9 Partnership \$30,000/ year**
 - a. While we didn't anticipate the \$30,000/year subsidy continuing past the initial term, we are open to discussing continuing this payment. We feel that this is a contribution much like other sponsors/donations have made and would like to discuss recognition for RDO and Kilbourne Group.
 - b. We have heard the importance for Parks to control 100% of all decisions. We think with the proper understanding going forward, this is possible. We would like to sign a new contract for three years which would include a board meeting once a year. There will be one person representing Block 9 partners to discuss management contract issues that arise during the three-year period.
- 2. Maintenance and Cleanliness:** We feel Fargo Parks does a high-quality job of maintaining the Square during the summer months. We would like to see snow removed from the boulevards and hockey boards more regularly during the winter months, consistent with other park district rinks and downtown sidewalks.
- 3. Daily Operations and changes we would like to see:**
 - a. Utilize all red tables and chairs, and benches.
 - b. If larger tables are susceptible to wind, we would like the same red furniture or make an alternate option that has a similar design to the red furniture. The current Blue tables don't meet the design intent of the furniture.
 - c. Set out umbrellas on days over 85 degrees.
 - d. Set out games for daily use

4. Events:

- a. We like the movie night events, however we feel Thursdays are the most popular night of the week. We would like to see one Thursday per month left open for other events. We support movie nights Sunday-Wednesday.
- b. We would like to see more events like JLG Rocks and Night Bazar. These events have large attendance, are family-friendly, and are planned by other groups. Some are free to the public, and some will be ticketed events.
- c. We'd like to see a partnership with a group to provide music events on Thursday nights that attract large crowds – per suggestion 1 above.
- d. We understand the need for Parks to cater to its constituents and mission, but some of the small community events that continue to be scheduled appear to take a considerable amount of time and are not greatly attended. If a goal in this next term is to garner more revenue, we would envision a greater effort to possibly less events that would appeal to a larger audience with larger attendance.
- e. We'd like to see a food and beverage partnership with Jasper and other local businesses for corporate rentals and general event planning. Jasper is a new business establishing its brand and would gladly offer revenue sharing on food and beverage sales as well as take care of the organization and execution of these sales.
- f. Currently, the music is very loud and dedicated to workouts for the Courts Plus/ YMCA summer workouts - which is not appealing for surrounding outdoor dining activities. We might suggest a dedicated speaker, moving the event to a different hour or even turning-down the music.

Block 9 comments to Broadway Square Agreement received from Fargo Parks on 4-17-23

5. Cost Sharing - Pages 4/5 - Section 5 - Letters e & f (Improvement and Replacement) (Maintenance and Repair) – the following concept as it relates to the expenses of the Plaza:

- a. Capital Improvements/Infrastructure: Block 9 Plaza will be responsible to front the cost for all capital expenditures, which will be clearly defined. The Park District will then remit an annual payment back to Block 9 Plaza for ½ of the total cost of the capital expenditures, amortized over the useful life of the capital improvement, in equal annual payments for as long as the Park District manages the square.
 - Example – the turf is replaced for \$50,000.00 and has a useful life of 20 years. The Park District would make an annual payment to Block 9 for \$1,250.00 (1/2 of the total expenditure = \$25,000. \$25,000 / 20-

- Block 9 Partners Comments: When Block 9 agreed to an agreement with Fargo Parks, Block 9 partnership paid over \$4MM to build Broadway Square and Fargo Parks would maintain and operate 100% of Broadway Square. Why are you proposing 50% of replacement cost at this early date when capital replacement items such as turf are not needed to be replaced?
- b. Non-Capital/Infrastructure Improvements: The Park District will purchase replacement amenities as needed and the assets will remain the property of the Park District and will remain with the Park District upon the termination of the agreement. This would include tables, chairs, removable play features, etc.
- We were expecting that furniture would be maintained/ replaced with a like product by Fargo Parks and stay with the Square per the current agreement. If Parks purchases “new” items that are not replacements, then Parks is certainly entitled to remove them at their convenience anytime.

As you know we do not own the property. Financially the operation of the square has been a challenge. The events we offer at The Square are free and open to the public with minimal loss for the participation in those events. The main financial burden is in Administration which includes utilities, purchase services - security patrolling every other hour (which is part of the agreement), cleaning services, Livegauge and Livewire. Staff has been working to try and find efficiencies in the operation of The Square while at the same time trying to maintain the level of expectation and service. Below is a brief history of the financial commitment to The Square as well as the preliminary proposed 2024 budget.

In 2021 we had an operating loss of \$354,696.08. During this year we also had maintenance and equipment costs that totaled \$80,131.78. These numbers are higher due to the fact we had several startup costs associated with our first year.

In 2022 we had an operating loss of \$176,696.08 and maintenance and equipment costs of \$34,23.72. The maintenance and equipment costs are only for the months of May thru December as we went through a software conversion and only had this data available from that conversion.

So far in 2023 we have a maintenance and equipment cost of \$36,141.34 for the first six months of the year.

All the maintenance and equipment costs for each year are not all inclusive, in the past we did not break out the hand shoveling work that needs to be completed at The Square. This is something we are prepared to track more accurately moving forward.

Preliminary 2024 Budget

Programs/Events	(\$22,530.00)
Rink	(\$32,525.00)
Administration	(\$215,350.00)
Rentals	\$43,050.00

As we look forward on the agreement, we feel there are 3 options to consider:

1. Continue with the agreement as is for 1 year and continue to work with the ownership group to gain clarity on the above items.
2. Modify the agreement as stated above and present it to the ownership group.
3. Terminate the agreement.

If you have any questions, please feel free to contact myself or Kevin prior to the meeting.

Thank you.

**BLOCK 9 PLAZA
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT (this “**Agreement**”), is made and entered into as of August 31, 2018 (the “**Effective Date**”), between **BLOCK 9 PLAZA**, a North Dakota non-profit corporation, whose post office address is 210 BROADWAY N, STE 300, Fargo, North Dakota (the “**Lessee**”) and **THE PARK DISTRICT OF THE CITY OF FARGO**, a municipal subdivision and a park district under Chapter 40-49 NDCC, whose post office address is 701 Main Avenue, Fargo, ND (the “**Park District**”).

Preliminary Statement

The Lessee is the lessee of property identified on the attached Exhibit “A”, including the real estate and any personal property, buildings or improvements and fixtures located thereon (collectively, the “**Plaza**”), pursuant to a certain Lease Agreement, dated as of the Effective Date (as the same may be amended from time to time, herein the “**Lease**”), between Lessee and Block 9 Plaza Owner LLC, a North Dakota limited liability company (the “**Landlord**”).

The Park District owns and manages many properties within the City of Fargo (the “**City**”) and has the personnel necessary to maintain, program and manage the activities contemplated by the Lessee and other interested persons for the Plaza.

Lessee desires to benefit from the experience and the services of the Park District upon the terms set forth in this Agreement and the Park District is willing to accept such management responsibilities on the terms set forth in this Agreement.

FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. Leasehold. The Lessee during the Term (as hereafter defined) will be the holder of a leasehold interest in the Plaza. During the Term, the Lessee will have possession of the Plaza subject to the management rights and responsibilities of the Park District contained in this Agreement and subject to the Lease.
2. Grant. The Lessee grants to the Park District the exclusive right to manage the Plaza in accordance with the terms of this Agreement during the Term.
3. Site Plan/Public Use. Attached as Exhibit “B” is a preliminary site plan (for each of winter and summer, as applicable) for the development of the Plaza. The parties acknowledge that adjustments to the site plan may be made as the Lessee and

Landlord, along with other involved entities, provide additional input into the intended programming of the Plaza and the overall development of the block in which the Plaza is located. The Park District will be part of the team finalizing the site plan so intended programming can be reasonably accommodated. The parties agree to cooperate in reviewing and approving appropriate adjustments to Exhibit "B".

Lessee acknowledges that it will provide, or cause Landlord or Landlord's applicable affiliates to provide, access to and use of following facilities by Park District during the Term of this Agreement (collectively, the "**Management Facilities**"): (a) a storage area of approximately 1100 sq ft, either on or off the Plaza (but anticipated to be located within the basement area of the multi-story parking ramp to be constructed adjacent to the Plaza), for storage of the Park District's property or the storage of Landlord or Lessee property that will be used by the Park District on the Plaza; and (b) a small office space for use of Park District personnel and regulatory compliant public restroom facilities for use in connection with operation of the Plaza together having a total footprint of approximately 1000 sq ft (anticipated to be located within the ground level of the 18-story multi-use building to be constructed adjacent to Plaza, generally in the area thereof depicted on Exhibit "A" attached hereto). Park District agrees to, prior to commencement of the Term, enter into any lease(s) or similar agreement(s) with respect to the foregoing access and use rights reasonably requested by the applicable party(s) (whether Lessee, Landlord or Landlord's affiliate) entitled to grant such use and access rights to the Management Facilities to Park District, which lease(s) or agreement(s) shall be for the Term of this Agreement and shall not charge rent to Park District (provided, Park District will be responsible for maintenance, repairs, security, utility costs and insurance costs with respect to all of the office space, public restroom facilities and storage area, which will be included in operating expenses hereunder, in accordance with the terms of this Agreement applicable to the Plaza, including without limitation Sections 5(f)-(i)) and otherwise on commercially reasonable terms.

The Park District will manage the recreation facilities on the Plaza in accordance with the provisions described on the attached Exhibit "C". Exhibit "C" will be updated annually after considering the programming requests of the Lessee, the Landlord, the City and the Park District. Exhibit "C" shall include minimum maintenance and operational standards and the details for allocation and control of the operations of the Plaza.

The intended use of the Plaza is for Public Events (as hereafter defined) and for general passive use by the public ("**Passive Use**", and together with Public Events, collectively, "**Public Use**"). "**Public Events**" means organized events and/or activities on the Plaza, including, by way of example and without limitation, community gatherings, movies, concerts, markets and festivals. Public Events may or may not charge admission, but a Public Event will not limit public admission except limitations if the event is age specific or other limitations imposed by law or city ordinance. Charging an admission fee does not determine if an event or activity

is Public Use. Private event rentals of the Plaza will be allowed. Private event rentals are exclusive and not considered Public Use, as admission is by invitation only.

The Manager will operate and schedule the Plaza so that there are no less than 200 Public Use Days. A “**Public Use Day**” is defined as any day on which the Plaza is open for any Public Use (including Passive Use, Public Event(s) or any combination thereof, of any material part of the Plaza) for not less than six (6) consecutive daylight hours.

4. Term. This Agreement shall be binding on the parties as of the Effective Date, provided, the Term (as hereafter defined) of this Agreement, and Manager’s rights and obligations hereunder, shall not commence until the Plaza Completion Date under the Lease. This Agreement shall be for an initial term of approximately three (3) years commencing on the Plaza Completion Date (as defined in the Lease) and terminating on the three-year anniversary of said Plaza Completion Date (the “**Initial Term**”, together with any applicable Renewal Term, is collectively, the “**Term**”). This Agreement shall thereafter be automatically renewed for successive periods of one (1) year each (each a “**Renewal Term**”) unless either party gives written notice of their intent to terminate this Agreement on or prior to 120 days before the expiration of the Initial Term or the applicable Renewal Term.

5. Duties of Park District. During the Term, the Park District, as the manager of the Plaza, is hereby authorized and directed by the Lessee to supervise and direct the general operations of the Plaza and operate it efficiently and with proper economy and to do all of the following functions:
 - a. Accounting and Administration. The Park District shall manage the financial affairs of the Plaza and provide consulting services to the Lessee, its board members and staff or interested persons related to the use of the Plaza. As part of its accounting and financial obligations, the Park District, in consultation with the Lessee, shall prepare or cause to be prepared an annual operating budget setting forth the anticipated income and expenses of the Plaza from year to year, and together therewith shall present plans for programming and marketing for the Plaza for the following year. The Park District shall submit statements to the Lessee showing the details of the operation upon request from Lessee, but in any case at least once per year. All such records shall be open to the inspection of the Lessee or its agents or auditors and at all reasonable hours. The Park District will provide such support from its personnel as may be required from time to time.

 - b. Staffing. The Park District shall hire as employees of the Park District personnel necessary to properly maintain and operate the Plaza. All benefits that may accrue to an employee of the Park District (whether working on Plaza business or not) shall be the sole responsibility of the Park District, including unemployment insurance, withholding, social security, if applicable, and other like benefits and taxes. The Park District shall have

sole authority to make decisions regarding the hiring and discharging of employees, fixing compensation and approve allowances for privileges to employees. It is agreed that all employees shall be deemed employees of the Park District and not the Lessee. Such persons shall not be considered employees of the Lessee for any purpose or reason. The expense of such employees (to the extent the same accrue in connection with Plaza business) shall be an operating expense (to be paid in accordance with Section 9(a)) and Lessee shall not have liability to reimburse the Park District for such expense.

- c. Deposit of Funds. To the extent the Park District or its employees collect fees, funds and revenues intended for or derived from the operation of the Plaza (by way of example and without limitation, rental or admission fees, concession sales, alcohol beverage sales, funds or donations intended or earmarked for operation of the Plaza, etc.) (all the foregoing, collectively, “**operating revenue**”), the same shall be accounted for in a separate fund to be established by the Park District. All such operating revenues shall be expended by the Park District on the operation of the Plaza and on the payment of any out-of-pocket expenses incurred by the Park District in its management of the Plaza, including employee expenses (to the extent the same accrue in connection with Plaza business), taxes, insurance, temporary hires, expenses related to providing necessary security, and any and all other expenses related thereto, together with advertising, supplies and salaries (collectively, “**operating expenses**”). The Park District will provide the Lessee with operating information and with operating statements and other necessary statements as requested by the Lessee, but in any case at least once per year.
- d. Promotion. The Park District will be solely responsible to contract or provide for and cause the marketing and sales of services and products available at the Plaza, which shall be an operating expense and Lessee shall not have liability to reimburse the Park District for such expense.
- e. Improvements and Replacements. The Plaza includes, or will include, certain facilities and improvements for winter and summer, as applicable, as listed and shown on preliminary site plans attached at Exhibit “B”, that have been or will be constructed or caused to be constructed by Landlord (or by Developer (as defined in the Lease)) and leased to Lessee under the Lease. The Park District, with the approval of Lessee, may include in the annual operating budget a reasonable reserve to be withheld from the applicable operating year’s operating profits (if any) to provide funds for capital replacements of the facilities and improvements, in accordance with Section 9(b). Such funding of reserves is not to be deemed an operating expense under Section 9(a) below.

Neither Lessee nor the Park District shall be responsible for funding the cost of replacements, additional improvements, additions or enhancements to the Plaza or any of the constructed facilities without such party's prior written consent, which may be withheld for any reason; provided, however, the foregoing shall not limit: (i) the provisions of Section 5(k); (ii) the application of reserves under Section 9(b); or (iii) the application of proceeds payable under any fire and extended or like casualty insurance required to be carried by the Park District under Section 5(h), which shall be applied towards the cost of repair or replacement of any portion of the Plaza damaged or destroyed by insured casualty.

- f. Maintenance and Repair. The Park District will cause the Plaza to be maintained in accordance with its standard for the maintenance of similar properties owned and/or managed by the Park District within the City. The cost of maintenance, repairs and replacement of the Plaza shall be an operating expense in accordance with Section 9(a) below. Unless otherwise stated in the Exhibit "C" provisions, the Park District shall be responsible for managing all facilities on or within the Plaza and performing or contracting for the maintenance of the same.
- g. Security. Maintaining order and providing general security will be the responsibility of the Park District. The Park District will use reasonable efforts to police the Plaza as may be appropriate in addition to the policing of the Plaza that would customarily be undertaken by local law enforcement agencies.
- h. Insurance. The nature and extent of insurance coverage required shall be delineated in the Exhibit "C" provisions. Other than the Park District's insurance through the North Dakota Insurance Reserve Fund, insurance coverage required under Exhibit "C" shall be an operating expense in accordance with Section 9(a) below. All insurance policies required to be carried by the Park District pursuant to this Agreement shall name both Landlord and Lessee as additional insureds.
- i. Utilities. The Park District shall contract for any and all electricity, natural gas, water, rubbish and snow removal and such other utilities or services as the Park District deems necessary or advisable in the proper operations of the Plaza. All utility bills charged to the Plaza shall be an operating expense in accordance with Section 9(a) below.
- j. Events and Use. No events not associated with Park District activities shall be carried on at the Plaza without the prior written consent of the Lessee.

With respect to any activities which take place on the Plaza, the rental or use agreements will require the using party to indemnify and hold the Lessee and

Park District harmless from any and all claims, damages, costs or expenses, including attorney's fees, arising out of such activities.

Lessee and Park District will reasonably cooperate with one another in working towards mutually agreeable arrangement whereby alcoholic beverages can be made available and/or sold at events (whether public or private) carried on at the Plaza in accordance with all applicable laws and licensing requirements.

- k. Liability for Losses. All expenses, damage or loss of every kind whatsoever incurred in the management of the Plaza shall be an operating expense and, in accordance with Section 9(a) below, paid by the Park District from operating revenues derived from the operation of Plaza and from other Park District funding sources (subject to reimbursement to the Park District from later operating revenues as contemplated in and subject to Section 9(a) below). The Lessee shall be liable only for loss or damage sustained by reason of Lessee's willful misconduct or gross negligence.
6. Reserved Rights. Lessee reserves the right, but not the obligation, to inspect the facilities and the Park District's books, records and files from time to time related to the operation of the Plaza.
7. Duties of Lessee. Lessee shall act in good faith and do all things reasonably requested by the Park District to aid and assist Park District in the performance of its duties under this Agreement including, without limitation, providing an accurate and complete copy of any and all contracts and other obligatory instruments of the Lessee necessary for the Park District to perform its duties under this Agreement.
8. Independent Contractor. Park District shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be construed as creating a partnership or joint venture, nor construed as making the Park District anything other than an independent contractor of the Lessee. The Park District shall have no right or power to act for the Lessee other than as contemplated in this Agreement or otherwise expressly authorized by the Lessee.
9. Operating Revenues.
 - (a) It is anticipated that operation of the Plaza may not be profitable upon startup, and potentially for a number of years. The Park District agrees to supplement the operating expenses (to the extent there is insufficient operating revenue or reserves to pay the same) each year with its own funds in order to operate the Plaza to its fullest potential year round. Any use of Park District funds (other than operating revenues) to supplement losses (meaning the shortfall between operating expenses and operating revenue for the applicable year) shall be carried as an account payable to the Park District which shall be recouped by the Park District solely from operating

revenues in excess of the current operating expense in later years during the Term over a reasonable period of time, provided, upon termination of this Agreement, the foregoing provision shall be of no further effect and Park District shall have no further right or claim to any such payable or recoupment of the same.

(b) If and at which time the operation of the Plaza is profitable, any profit (less reasonable amounts to be paid to the Park District for reimbursement of prior advancing of operating expenses from Park District's own funds (other than operating revenues) as described in and subject to Section 9(a) above) shall be reinvested into the Plaza, including setting aside of reasonable reserves for future years' operating expenses (all of which reinvestment and reserves shall be subject to approval of Lessee). Profit shall consist of all operating revenue raised after all operating expenses have been paid for the applicable year. The profit shall be calculated on an annual basis.

10. Termination. This Agreement shall be subject to termination by the Lessee in the event the Park District shall violate any one or more of the terms hereof, which violation will result in the inefficient management or other conditions detrimental to the operation of the Plaza. In the event the Lessee shall deem that the Park District has violated the terms of this Agreement, or that this Agreement is subject to termination by any reason stated herein, Lessee shall give the Park District written notice thereof specifying the default and granting the Park District sixty (60) days in which to comply with the objection. If the Park District shall fail to or refuse to comply with any valid objection within sixty (60) days of receipt of written notice, Lessee may terminate this Agreement. Any notice to be delivered to the Park District may be delivered in person or by certified mail, addressed to the Park District at the address above described to the attention of the Executive Director.

Notwithstanding the above or anything else contained herein to the contrary, either party, on not less than one hundred twenty (120) days written notice to the other may terminate this Agreement. Immediately after such termination, the Park District will turn-over all books, records, and other items of personal property used in connection with the operation of the Plaza. For a reasonable period of time following termination of this Agreement, Park District shall have the right to remove from the Plaza any personal property or equipment owned by Park District so long as such personal property or equipment was not paid for as an operating expense or purchased with operating revenues (or reserves), provided Park District shall be responsible for repairing any damage to the Plaza caused by such removal.

11. Open Records. Lessee has provided, or over the course of this Agreement will provide, confidential, trade secret, proprietary, commercial or other financial information pertaining to Plaza or the projects being discussed and or proposed pursuant to the terms of this Agreement. Such information provided is not intended by the Lessee to be a public record under North Dakota law.

The Park District is an entity subject to the open records laws of North Dakota. In the event the Park District is requested to provide any such information provided by Lessee, Park District will notify Lessee of such request and, if Lessee instructs Park District to not disclose or provide such information, then Park District shall not release or disclose the same. Lessee shall have an opportunity to submit its argument for no release if Park District is asked by governmental authority to respond for a third party request. Lessee, at its sole cost and expense, shall fully indemnify Park District from any costs, expenses or liability associated with the requested nondisclosure and any contest over the release of all or any information requested, including costs and expense related to later providing the information, attorney fees and penalties that may be assessed.

12. Naming Rights. The Landlord, the Lessee and the Park District shall cooperate in naming or otherwise establishing the identity of the Plaza. The naming of the Plaza should be a thoughtful process recognizing that the name or identity can be enduring and stay with the Plaza long after the knowledge of its origin has passed. The parties do not contemplate naming the Plaza based on a significant financial contribution from an individual or entity to fund improvements to the Plaza. Because the Plaza will be managed by the Park District and contracts and activities will be Park District obligations, the parties will use reasonable effort to identify the Plaza with reference to the Park District for the time the Park District manages the same (by way of example only: Fargo Parks Plaza, Park District Plaza, Downtown Parks Plaza, etc.).
13. Designated Representative. Each party shall designate a representative who shall be the party's representative with respect to any matters in dispute or requiring agreement or consultation under the terms of this Agreement. Such representative may be changed from time to time. The representatives shall be responsible for resolving any dispute between the parties concerning this Agreement and for recommending changes to the Use Provisions on Exhibit "C", including the annual schedule of utilization.

Nothing contained in this Section 13 shall in any way limit any party's right to terminate as set forth in Section 10 of this Agreement above.

14. Non-Assignability. This Agreement is personal to the parties and neither the rights nor the obligations of either party may be assigned without the written consent of the other. It, along with the attached Exhibits, contains the entire agreement between the parties and may not be varied except by an instrument in writing signed by the parties. It shall be governed and construed under the laws of the State of North Dakota.
15. Subject to Lease and Restrictive Covenants. This Agreement, and each party's respective rights and obligations hereunder, are subject and subordinate to the Lease and to all liens, encumbrances, easements, restrictions, leases, and any rights of way

and other interests of record against the Plaza, including, without limitation, that certain EASEMENT AND RESTRICTION AGREEMENT in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, dated as of the Effective Date, to be recorded in the Cass County Recorder's Office against the Plaza (the "Restrictive Covenants"). Lessee and Park District agree to comply with all requirements of the Lease and Restrictive Covenants applicable to the Plaza and its operations.

16. Commencement of Manager pre-operation activities. In event that, after Lessee has notified Park District that construction of the Improvements has commenced ("Planning Notice"), the Improvements are not completed as contemplated hereby and under the Lease (i.e., the Plaza Completion Date does not occur), then if Park District has reasonably incurred out-of-pocket costs (after receiving such Planning Notice) in connection with planning or preparing for performance of its obligations under this Agreement (e.g., purchases of inventory or personal property or booking commitments) prior to commencement of the Term (all of which costs must have been pre-approved in writing by Lessee, such approval not to be unreasonably withheld), then Lessee shall be obligated to reimburse Park District for such reasonable, out-of-pocket costs that were so pre-approved, provided such reimbursement by Lessee shall not in any case, not exceed \$100,000.00.

[SIGNATURE PAGE FOLLOWS]

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

BLOCK 9 PLAZA

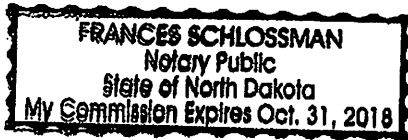
By: *F. Scott Neal*
F. Scott Neal
Its: President

By: *Mike Allmendinger*
Mike Allmendinger
Its: Secretary

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by F. Scott Neal, the President, and by Mike Allmendinger, the Secretary, of Block 9 Plaza, a North Dakota nonprofit corporation, on behalf of said non-profit corporation



[Signature]
Notary Public

[SIGNATURE PAGE TO BLOCK 9 PLAZA MANAGEMENT AGREEMENT]

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

THE PARK DISTRICT OF THE
CITY OF FARGO

By: [Signature]

Rusty Papachek, President
of the Board of Park Commissioners

By: [Signature]

Jeff Gunkelman, Clerk

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before me this 27 day of August, 2018,
by Rusty Papachek, President of the Board of Park Commissioners and by
Jeff Gunkelman, Clerk, on behalf of the Park District of the City of Fargo, a park
district under the laws of the State of North Dakota.

JAMES L. LARSON
Notary Public
State of North Dakota
My Commission Expires Aug. 9, 2022

[Signature]
Notary Public

[SIGNATURE PAGE TO BLOCK 9 PLAZA MANAGEMENT AGREEMENT]

EXHIBIT "A"

BLOCK 9 PLAZA PROPERTY

(Legal Description of Plaza)

All of Lots 1, 22, 23 and 24, Block 9, together with a portion of Lot 21, said Block 9, and a portion of the vacated alley in said Block 9, all in Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, and all being more particularly described as follows:

COMMENCING at the Southeast Corner of said Block 9; thence South 87°07'23" West (assumed bearing), along the southerly line of said Block 9, for a distance of 149.96 feet to the TRUE POINT OF BEGINNING; thence North 02°51'30" West for a distance of 102.31 feet; thence South 87°05'59" West for a distance of 149.97 feet to a point of intersection with the westerly line of said Block 9; thence South 02°51'30" East, along the westerly line of said Block 9, for a distance of 102.25 feet to the Southwest Corner of said Block 9; thence North 87°07'23" East, along the southerly line of said Block 9, for a distance of 149.97 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 15,339 square feet, more or less.

[EXHIBIT "A" continued on next page]

EXHIBIT "A" (continued)

Pursuant to Section 3 of this Agreement, the general depiction of the small office space and restroom facilities to be provided to Park District in connection with the operation of the Plaza, is the 1,000 sf area shown in red-hatching and identified as "Plaza Office/Bathrooms" below:

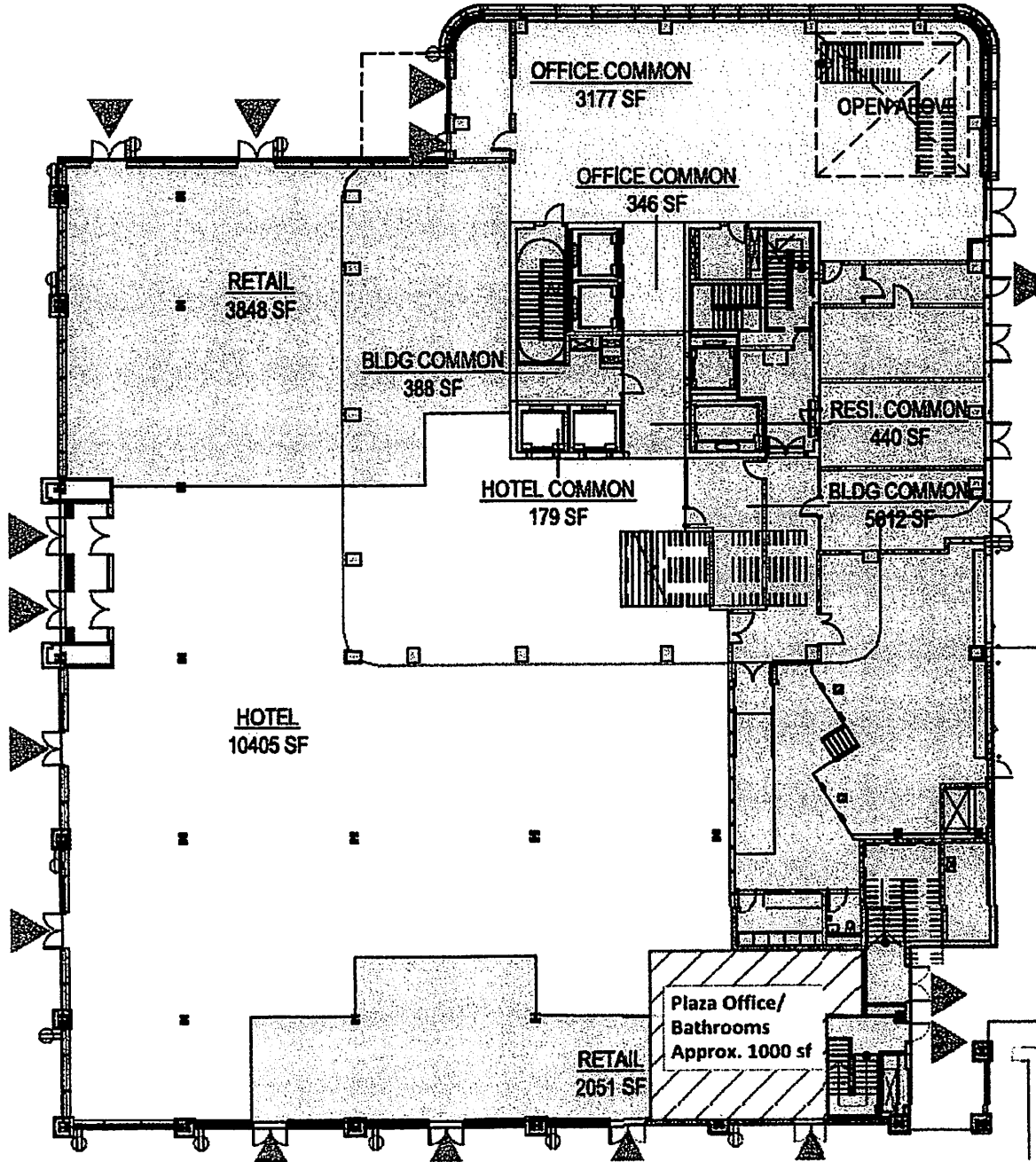
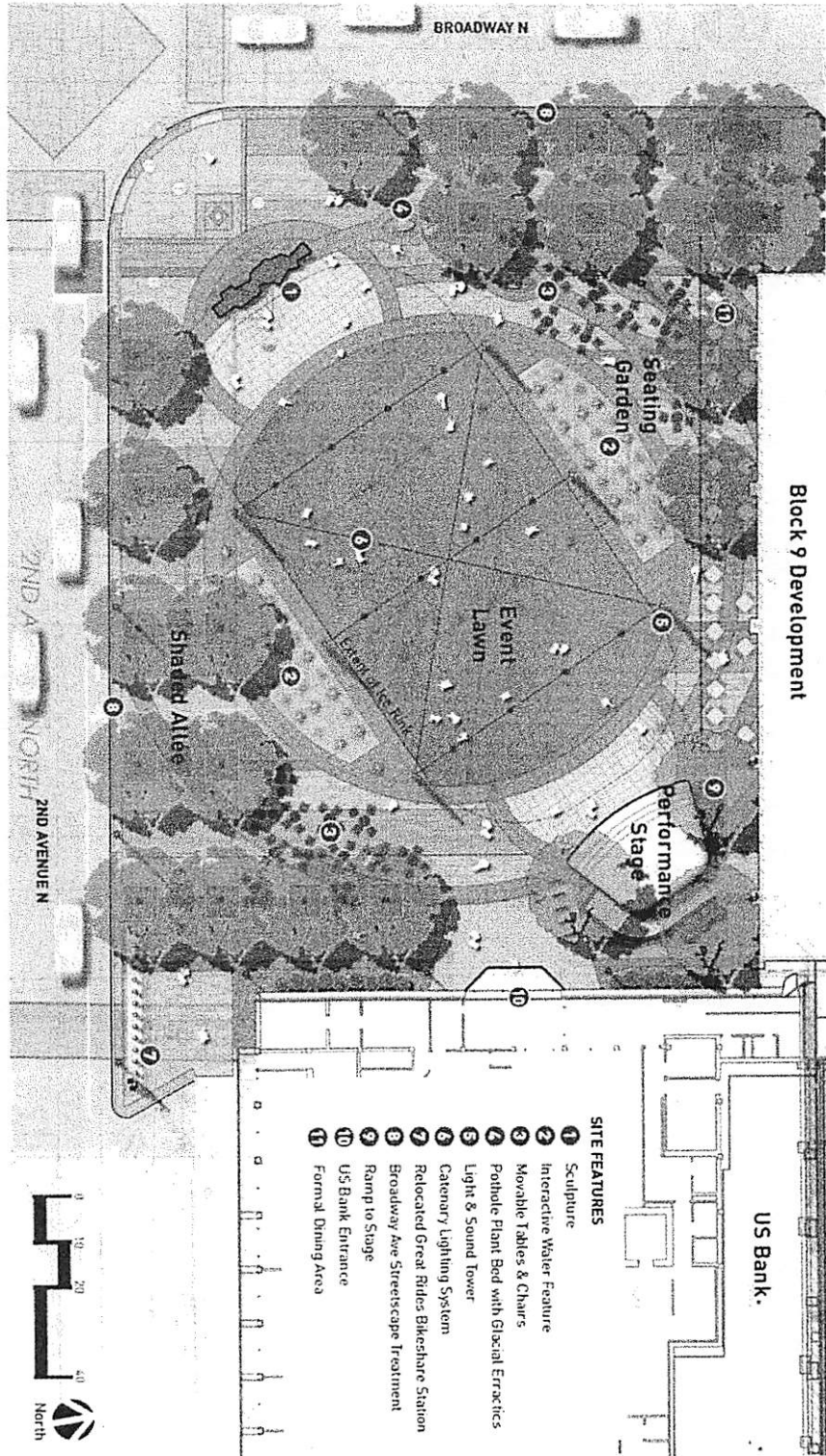
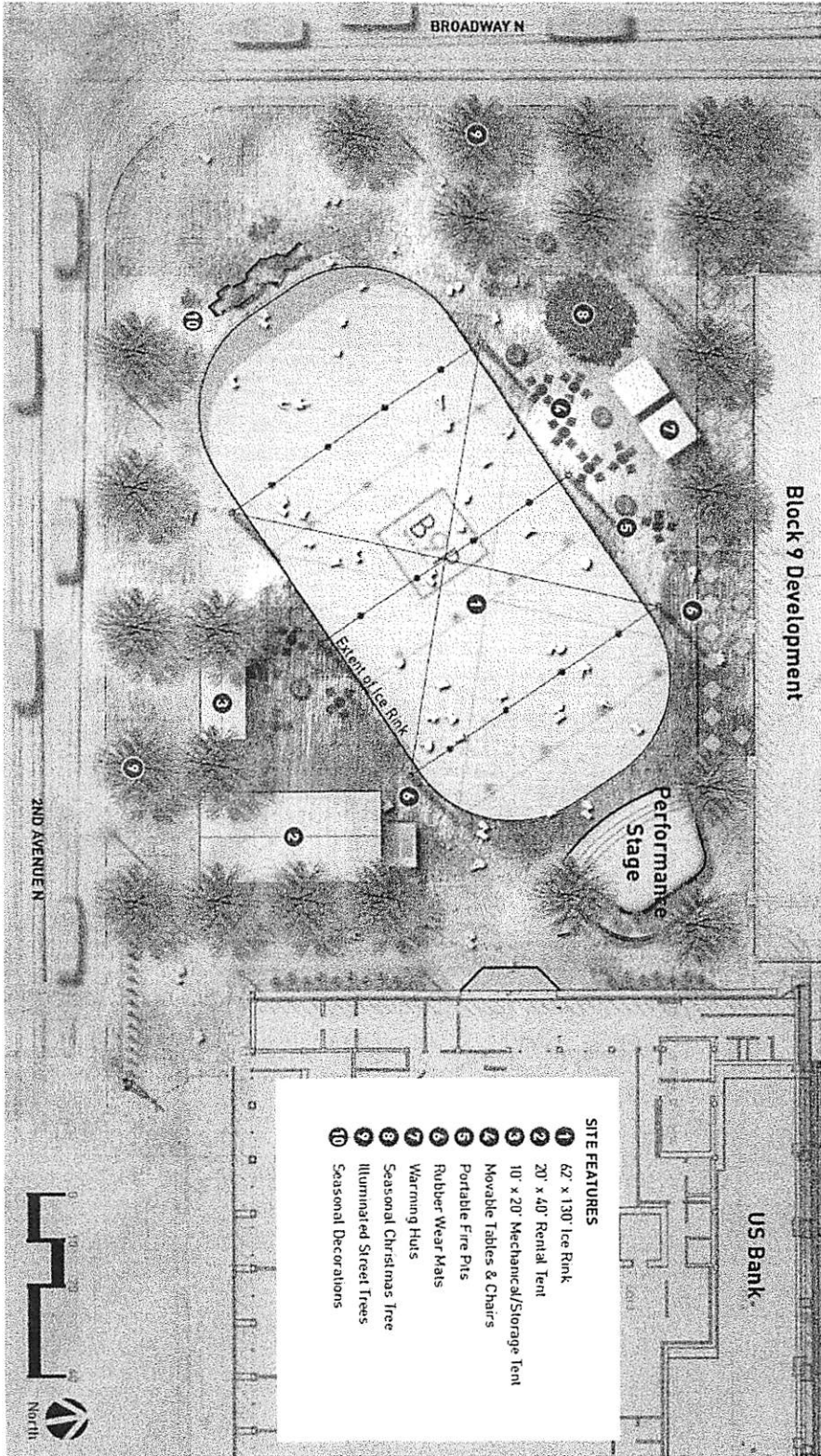


EXHIBIT "B"



CONCEPTUAL DESIGN: SUMMER





- SITE FEATURES**
- 1 62' x 130' Ice Rink
 - 2 20' x 40' Rental Tent
 - 3 10' x 20' Mechanical/Storage Tent
 - 4 Movable Tables & Chairs
 - 5 Portable Fire Pits
 - 6 Rubber Wear Mats
 - 7 Warming Huts
 - 8 Seasonal Christmas Tree
 - 9 Illuminated Street Trees
 - 10 Seasonal Decorations

KILBOURNE GROUP

CONCEPTUAL DESIGN: WINTER

RUND ELL ERNSTBERGER ASSOCIATES

LAND elements

EXHIBIT "C"

USE PROVISIONS

[See attached]

[Park District to provide complete Exhibit "C" attachment for approval by Lessee prior to commencement of Initial Term]

INSURANCE:

Plaza & Improvements

General Liability

LOSS-SHARING AGREEMENT – BLOCK 9

This Loss-Sharing Agreement (the “Agreement”) is made and entered into as of August 31, 2018, by and between The Park District of the City of Fargo (“Park District”) and Block 9 Partners LLC, a North Dakota limited liability company (“Participant”).

WHEREAS, the Park District has entered into a Block 9 Plaza Management Agreement, dated of even date herewith (“Management Agreement”), with Block 9 Plaza, a North Dakota non-profit corporation (“Lessee”) wherein the Park District is to manage the Plaza (as used throughout this Agreement, the terms “Plaza”, “Initial Term”, “Term”, “operating revenues” and “operating expenses” shall have the respective definitions ascribed to such terms in the Management Agreement); and

WHEREAS, the Management Agreement contemplates that the Park District will pay all “operating loss(es)” (meaning operating expenses in excess of operating revenues for the applicable year) during the Term of the Management Agreement; and

WHEREAS, to lessen the potential burden to the public by way of the use of tax dollars, the Park District required participation of others to share in any operating losses during the Initial Term of the Management Agreement; and

WHEREAS, the Participant has a connection to the Plaza project and has agreed to share in the potential operating losses during the Initial Term to incentivize the Park District’s involvement as the manager of the Plaza.

NOW, THEREFORE, AND IN CONSIDERATION, of the above recitals, the Management Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the Participant agree as follows:

1. The terms and conditions of the Management Agreement shall remain in full force and effect and the rights, duties and obligations of the Park District are not intended to be amended, enlarged, limited or qualified pursuant to the terms of this Agreement. This Agreement’s intention is to be the agreement by and between the Park District and the Participant for the Participant to share in any operating losses related to the Plaza that may happen during the Initial Term, subject to the terms and limitations herein set forth.
2. During the Initial Term, the Participant agrees to contribute monies to the Park District (which may include contributions made as contemplated by Section 4 below), on an annual basis within 180 days following end of the operating year but not less than 90 days following the determination of any operating loss for the preceding year of operation. The Participant’s contribution shall be an amount equal to fifty percent (50%) of the annual operating losses for the Plaza for such preceding year in each of the first three years of the

Initial Term, provided, however, the Participant's annual contribution shall be limited to \$30,000.00.

For example only:

- a. If the Plaza's operating loss in year one of the Initial Term is \$50,000.00, the Participant will make a contribution to the Park District in the amount of \$25,000.00 (50% of the operating loss).
- b. If in year two of the Initial Term, the operating loss is \$65,000.00, the Participant will make a contribution to the Park District of \$30,000.00 (50% of the operating loss to the maximum of a \$30,000.00 annual contribution).
- c. If in year three of the Initial Term, operating revenues exceed operating expenses by \$10,000.00, the Participant would not make any contribution to the Park District and, subject to the Management Agreement and the provisions below, the \$10,000.00 profit will be maintained and held by the Park District as reserves to cover operating expenses in following years.

Effectively, the maximum contribution that the Participant would make to the Park District over the Initial Term would be \$90,000.00, if, and only if, annual operating losses in each of the three years was equal to or exceeded \$60,000.00.

Section 9(a) of the Management Agreement provides that any use of general Park District funds to cover operating losses in a particular year shall be carried as an account payable to the Park District on the books maintained by the Park District related to the management of the Plaza. It further provides that operating revenues in excess of a current year's operating expenses may be paid to the Park District to allow it to recoup its contributions to prior years' operating losses to the extent there are sufficient funds in the operating account, over and above reasonable reserves, to pay all or a portion of the Park District monies expended.

In that regard, there shall be a like account payable to Participant maintained, and in the event the Park District determines that there are excess revenues in the operating account over and above a reasonable amount necessary to reserve for operational expenses in future years. If the Park District determines that it is going to satisfy, in whole or in part, the accounts payable to the Park District, any monies paid out of the operating account for such purpose will be paid out dollar for dollar to both the Park District and the Participant until such time as the Participant's contributions hereunder have been fully repaid. The parties understand that under this scenario the Participant may recover all of its contributions to the operating losses but the Park District may not recover all of its contributions to the operating losses since the Park District may fund more operating losses than the Participant. Participant's right to repayment or recoupment of its prior contributions made pursuant hereto from future years' excess operating revenues shall be limited to the extent required by applicable law in the event such contributions were made and claimed as charitable or like deductions in connection with tax benefits by Participant or its applicable affiliates.

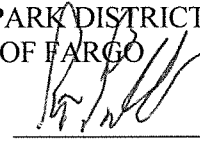
3. Notwithstanding the provisions of paragraph 2 above, the Park District and the Participant agree that if the contributions made to cover the operating losses for any of the first three years cannot be recouped from excess revenues in later years within six (6) years following the commencement date of the Initial Term, then each party, both the Park District and the Participant, will waive any further recoupment rights as it relates to the management of the Plaza and any operating profit will be kept in the Plaza management/operating account and subject to expenditures by the Park District under the Management Agreement or by the Lessee's Board of Directors.
4. Park District acknowledges that Participant may make the required contributions hereunder to Park District in the form of contributions directly by Participant (or by any of Participant's affiliates) to Park District, or pursuant to any other method of contributing payments to the Park District that Participant may desire in order to exercise or receive any tax benefits (including any charitable donation deductions) that Participant or its applicable affiliates may seek to obtain or claim in connection with such contribution, and Park District shall reasonably cooperate with Participant and its affiliates in recognizing or obtaining any such tax benefits so long as permitted by applicable law.
5. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall automatically terminate and be of no further force or effect upon any termination or expiration of the Management Agreement.
6. The operations or general manager of the Plaza will be a Park District employee. All hiring procedures involved with other Park District positions shall be followed during the hiring process, including posting for the position, internal review of applications and interviews, if appropriate. The Participant may designate a representative to sit on the committee established by the Park District to advertise for and review job applications, conduct interviews and make recommendations on any job offer. To that extent, only the Participant may participate in the Park District's hiring process.
7. Parks District will use reasonable efforts to survey and collect data from users of the Plaza (any persons using the Plaza for any Park District managed or coordinated event, whether with or without fees, including for example, persons using the ice rink, attending live events, or any other events where tickets or indemnity agreements are required from users or other affirmative authorization or admission is controlled by Park District) within the protocols used by the Park District on other facilities. Any such data and user information collected will be shared with the Participant and Lessee on a monthly or other regular basis, the Participant and Lessee being interested in the residential addresses of persons using the Plaza and their relative proximity to the Plaza.
8. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

Dated the day and year first above written.

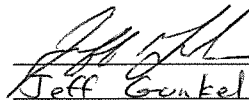
THE PARK DISTRICT OF THE
CITY OF FARGO

By:



Rusty Papachek, President
of the Board of Park Commissioners

By:

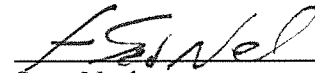


Jeff Gunkelman, Clerk

PARTICIPANT:

BLOCK 9 PARTNERS LLC

BY:



Scott Neal
Its: President

[SIGNATURE PAGE TO LOSS-SHARING AGREEMENT – BLOCK 9]



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Deputy Director of Administration

RE: Agenda Item No. 5 – Committee to review 2024 recommended fees for the Fargo Parks Sports Complex

Background Information

As part of the budget process, staff evaluate fees to determine recommendations for 2024. The recommended fees are based on fee comparisons to other similar facilities including Fargo Park District facilities.

The Fargo Parks Sports Complex is a new facility for the Park District, and staff anticipate the need for fees to be fluid as we learn more about the facility's uses and user demand for all the spaces. The recommended fees will be re-evaluated annually to balance accessibility for the public with the need to keep fees competitive in the market.

The packet includes the list of 2024 recommended fees and comparable fee information from similar facilities.

Staff request the Fargo Park District Board of Commissioners to review the 2024 recommended fees for the Fargo Parks Sports Complex and move to the full board for consideration of approval.

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

Thank you.

Fargo Parks Sports Complex Recommended Fees 2024

INDOOR TURF	Hourly Rate	Non-prime Rates	Notes
Full Turf	\$400.00	\$ 280.00	Non-prime 6am-3pm & 9pm-11pm weekdays
Half Turf	\$200.00	\$ 140.00	July & August
Quarter Turf	\$100.00	\$ 70.00	
1/8 Turf	\$50.00	\$ 35.00	
COURTS	Hourly Rate/Prime	Non-prime Rate	Per Visit
Rental	\$60.00	\$40.00	
Open Gym Fee			\$5.00
			Non-prime 6am-3pm & 9pm-11pm weekdays
			July & August
PARTY ROOM	Hourly Rate	Hourly Rate	Notes
	\$30.00		Total capacity is 20
MULTIPURPOSE ROOM	Hourly Rate	Hourly Rate	Notes
	\$60.00		Total capacity 272 all 3 rooms
			1(boardroom) - 94, 2 - 85, 3 - 93
PLAYGROUND	Per Visit	Hourly Rate	Notes
	\$5.00		
PICKLEBALL	Hourly Rate	Non-prime Rate	Notes
	\$7.50		Prime time hours (5:30am-10am and 4pm-10pm weekdays and weekends)
		\$5.00	Non-prime hours (10am-4pm weekdays)
ICE	Hourly Rate/Prime	Non-prime Rate	Notes
Full Ice Sheet	\$169.00	\$117.00	
TOURNAMENT RATE			
Non-prime rate to 125% of prime rate			

**Multi-purpose Facility
Comparable Rates**

7/19/2023

INDOOR TURF	Location	Hourly Rate	Discounted Rates	Summer Rates	Notes
Rustad Rec Center	West Fargo	\$ 165.00			full turf
		\$ 110.00			2/3 turf
		\$ 55.00			1/3 turf
Health East	Woodbury				NO CALL BACK
Sioux Falls	Sioux Falls	\$440.00	\$ 330.00		full turf 50 yards x 95 yards - FPD approximately 18% larger - lower price for partners or regular rentals/Sanford pays less contracted negotiated for full rentals - rarely \$440
		\$220.00	\$ 165.00		1/2 turf
		\$110.00	\$ 82.50		1/4 turf
Courts Plus	Fargo	N/A			
Midland MI	Michigan	\$ 115.00			200' x 85' - inside the board of an ice rink
ARC	Williston	N/A			
Recommended Fee Turf		\$ 400.00			full turf
Recommended Fee Turf		\$ 200.00			1/2 turf
Recommended Fee Turf		\$ 100.00	\$ 70.00		1/4 turf
Recommended Fee Turf		\$ 50.00			1/8 turf

COURTS	Location	Hourly Rate	Discounted Rates	Summer Rates	Notes
Rustad Rec Center	West Fargo	\$ 55.00			\$4.00 user fee open gym
Health East	Woodbury				NO CALL BACK
Sioux Falls	Sioux Falls	\$ 50.00			full & 1/2 court practice/tournaments rates the same - they do negotiate large tournament depending on staff needed. Sanford rate - \$35.00
Courts Plus	Fargo	\$ 50.00			
Midland MI	Michigan	N/A			
ARC	Williston	\$ 25.00			\$5.00 youth & \$10.00 adult
Recommended Fee Courts		\$ 60.00	\$40.00		per hour

PARTY/MULTIPURPOSE ROOMS	Location	Hourly Rate	Discounted Rates	Summer Rates	Notes
Rustad Rec Center	West Fargo	\$ 30.00			projector screen/sink - occupancy 31/41
Rustad Rec Center	West Fargo	\$ 60.00			private restrooms/refridgerator/sink - occupancy 62/82
Health East	Woodbury				NO CALL BACK
Sioux Falls	Sioux Falls	N/A			
Courts Plus	Fargo	\$ 50.00			20-25 people - 16 chairs 4 small tables
Midland MI	Michigan	\$ 15.00			25' x 20'
ARC	Williston	\$ 250.00			Per day - This includes a fridge, freezer, stove, oven & prepping area. Also, FREE use of the outdoor patio space along with a 36" Viking Gas Grill.
Recommended Fee Party Rooms		\$ 30.00			per hour
Recommended Fee Multipurpose Rooms		\$ 60.00	\$40.00		per hour

PLAYGROUND	Location	Per Visit	Discounted Rates	Summer Rates	Notes
Rustad Rec Center	West Fargo	\$ 4.00			
Health East	Woodbury	N/A			NO CALL BACK
Sioux Falls	Sioux Falls	N/A			
Courts Plus	Fargo	\$ 4.00	\$3.00 -10 punch card		
Midland MI	Michigan	N/A			
ARC	Williston				
Recommended Fee Playground		\$ 5.00			per visit

PICKELBALL	Location	Hourly Rate	Discounted Rates	Summer Rates	Notes
Rustad Rec Center	West Fargo	\$ 4.00			
Health East	Woodbury	N/A			NO CALL BACK
Pentagon	Sioux Falls	\$ 5.00			Daily pass - 8:30am - 12:00pm Monday -Thursday Regular court rate if not during morning time - 2 courts only
Pentagon	Sioux Falls	\$ 10.00			Monthly pass
Pentagon	Sioux Falls	\$ 65.00			Seasonal pass
Courts Plus	Fargo	\$ 4.00			Non Members pay additional \$15.00 guest fee
Midland MI	Michigan	N/A			
ARC	Williston	\$ 25.00			\$5.00 youth & \$10.00 adult
Recommended Fee Pickelball Court		\$5.00			non prime time hours (10:00am - 4:00pm weekdays)
		\$7.50			prime time hours (5:30am - 10:00am and 4:00pm - 10:00pm weekdays and all hours on weekends)

ICE	Location	Hourly Rate	Discounted Rates	Summer Rates	Notes
Fargo Park District	Fargo	\$ 160.75	\$ 111.75	N/A	
West Fargo	West Fargo	\$ 140.00			
Health East	Woodbury				NO CALL BACK
Ice Plex	Sioux Falls				
Courts Plus	Fargo	N/A			
Midland MI	Michigan	\$ 185.00			200' x 85' Rink Size
		\$ 240.00			200' x 100' Rink Size with 1,000 spectator seating
ARC	Williston	N/A			
Recommended Fee Ice		\$ 169.00	\$ 117.00		per hour - Rates were set for 2023

TOURNAMENT RATES - NON PRIME TO 125% OF PRIME RATE

Tournament Fees

Basketball per day

Volleyball per day

Ice per day

Pickelball per day

Birthday Party Packages

Inflatable Party Package I \$ 225.00

Inflatable Party Package II \$ 225.00

Exclusive Indoor Playground Party Package \$ 225.00

Non-Exclusive Indoor Playground Party Package \$ 135.00

Courts Plus

Indoor Playground \$ 140.00

Ninja Warrior \$ 200.00

Sports, Games and Inflatables \$ 165.00

Exclusive Indoor Playground Party \$ 300.00



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Deputy Director of Administration

RE: Agenda Item No. 6 – Discussion on Name of the Fargo Parks Sports Complex

As the Fargo Parks Sports Complex nears its completion, staff are beginning to work on signage, website development and other materials to promote the facility.

Previously, there were discussions about gaining a naming partner that may change the facility's name. Currently this opportunity is still available.

Staff want to discuss with the board how to proceed with the current name. Continuing to use the name Fargo Parks Sports Complex until a naming partner is found would minimize additional rebranding both in educating the public and costs associated with the name change but could cause confusion with the overall name of the site, Sanford Sports Complex. Other options that have been discussed include:

- Fargo Parks Center
- Fargo Parks Hub
- Fargo Park Indoor Rec
- Fargo Parks Rec Plex
- Fargo Parks Recreation Center
- Fargo Parks Activities Center

A decision from the board would help staff meet deadlines to create a logo, develop designs for building signs, build a website and create materials for the promotion of the building services.

Please contact me before the meeting with any questions.

Thank you.



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 7 – Review bids for Electric Ice Resurfacer for the Fargo Parks Sports Complex

Bids for the Electric Ice Resurfacer for the Fargo Parks Sports Complex were received and opened Tuesday, July 11, 2023, at 1:00pm, at the Park District Office. Attached to this memo is the bid tab.

We received one bid from Zamboni Company USA for a total of \$163,469.55. Big Hill Services, Ltd., received a bid packet but notified us they decided not to bid because they felt they could not meet some of the required specifications. Equipment costs were accounted for in the all-in soft costs of the Fargo Parks Sports Complex Phase II. Staff recommends awarding the bid to Zamboni Company USA for a total bid of \$163,469.55 as it meets all bid specifications.

We are asking the Committee to review the bids and move the consideration for approval to the full board.

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

Thank you.

Fargo Park District

New Electric Ice Resurfacer

Bid Opening: 1:00 pm, Tuesday, July 11, 2023

	Item 1	
	New Electric Ice Resurfacer	Est. Delivery Date
Bidder		
Zamboni Company USA	\$163,469.55 - 552AC LI	365 Days or Sooner



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 8 – Review bids for Brush Chipper 2023 or Current Model Year

Bids for the Brush Chipper 2023 or Current Model Year were received and opened Tuesday, July 11, 2023, at 1:30pm, at the Park District Office. Attached to this memo is the bid tab.

We received four bids: (1) Trenchers Plus, Inc., for a Morbark 1415 Eager Beaver with a bid of \$63,415.00; (2) RDO Equipment for a Vermeer BC1200XL with a bid of \$73,353.72; (3) RDO Equipment for a Vermeer BC1500XL with a bid of \$81,140.10; and (4) RDO Equipment for a Vermeer BC1800XL with a bid of \$100,434.00. Funds will be utilized through Forestry contingency dollars as part of the Emerald Ash Borer Plan. Staff recommends awarding the bid to Trenchers Plus, Inc., for a total bid of \$63,415.00 as it meets all bid specifications, was the lowest bid, and is in stock.

We are asking the Committee to review the bids and move the consideration for approval to the full board.

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

Thank you.

Fargo Park District
Brush Chipper 2023 or Current Model Year

Bid Opening: 1:15 pm, Tuesday, July 11, 2023

	Item 1	
	Brush Chipper 2023 or Current Model Year	Est. Delivery Date
Bidder		
Trenchers Plus, Inc.	\$63,415.00 - Morbark 1415 Eager Beaver	In Stock
RDO Equipment	\$73,353.72 - Vermeer BC1200XL	None Given
RDO Equipment	\$81,140.10 - Vermeer BC1500XL	None Given
RDO Equipment	\$100,434.00 - Vermeer BC1800XL	None Given



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 9 – Review bids for Drop Side Truck Dump Body 2023
or Current Model Year

Bids for the Drop Side Truck Dump Body 2023 Current Model Year were received and opened Tuesday, July 11, 2023, at 2:30pm, at the Park District Office. Attached to this memo is the bid tab.

We received one bid from Bert's Trucking Equipment for a total of \$32,490.00. Staff recommends not accepting this bid since we received no bids for the 1.5 Ton Landscape Truck 4x4. We will rebid both pieces of equipment in August. The bidding timeline is as follows:

Bid Ad to Forum:	August 3
First week legal run:	August 9
Second week legal run:	August 16
Bid opening:	August 29
Facilities Committee Meeting:	September 20
Board Meeting:	October 3

We are asking the Committee to reject the bid due to fact we didn't receive a bid for the truck that this dump body box would be put on.

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

Thank you.

Fargo Park District

Drop Side Truck Dump Body 2023 or Current Model Year

Bid Opening: 1:45 pm, Tuesday, July 11, 2023

	Item 1	
	Drop Side Truck Dump Body 2023 or Current Model Year	Est. Delivery Date
Bidder		
Bert's Truck Equipment	\$32,490 - Model GCDM-14-SP	None Given



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Broc Lietz, Finance Director

RE: Agenda Item No. 10 – Resolution Providing for the Competitive Sale of \$34,000,000 General Obligation Bonds, Series 2023A

At the August 2, 2022, Board meeting, the Fargo Park Board approved the Initial Resolution Providing for the Issuance of General Obligation Bonds, Series 2023A up to \$34,000,000 for Phase II of the Fargo Parks Sports Complex. This resolution began the 60-day protest period for raising the mill levy to service the debt and the debt issuance.

In the 2023 legislative session, park districts were granted access to the infrastructure loan program through the Bank of North Dakota (BND). The Fargo Park District will be applying for \$2,800,000 in infrastructure loan from BND at a reduced rate to bond issuance.

1. Resolution Providing for the Competitive Sale of \$34,000,000 General Obligation Bonds, Series 2023A

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

Thank you.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE
SALE OF GENERAL OBLIGATION
BONDS, SERIES 2023A

WHEREAS, the Board of Park Commissioners of the Park District of the City of Fargo, North Dakota (the “District”), has heretofore determined that it is necessary and expedient to issue its General Obligation Bonds, Series 2023A (the “General Obligation Bonds”) in an amount not to exceed \$34,000,000; and

WHEREAS, the District is authorized to issue the General Obligation Bonds pursuant to N.D.C.C. Chapter 21-07 and has retained PFM Financial Advisors, LLC (“PFM”), as its independent financial advisor to assist with the issuance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Park District of the City of Fargo, North Dakota, as follows:

1. Authorization; Findings. The Board of Park Commissioners hereby authorizes the Park District Clerk and other officers and employees of the District to work with PFM for the sale of the General Obligation Bonds. In anticipation of the sale, the Park District Clerk and other officers or employees of the District are additionally hereby authorized to cooperate with PFM and participate in the preparation of an official statement and an application to Bank of North Dakota for one or more series of the General Obligation Bonds and to execute and deliver it on behalf of the District upon its completion.

Dated: August 8, 2023

APPROVED:

President

ATTEST:

Park District Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____, and after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____, _____ . The following were absent and not voting: _____, and the following voted against the same: _____, whereupon said resolution was declared.



July 18, 2023

Sale Memorandum

To: John Shockley, Ohnstad Twichell, P.C. (701) 282-3249
jshockley@ohnstadlaw.com

From: Anne Wuollet, PFM Financial Advisors LLC (701) 212-3679
wuolleta@pfm.com

C.C.: Broc Lietz, Fargo Park District (701) 499-6072
blietz@fargoparks.com

Re: **Fargo Park District, North Dakota**
\$31,200,000 General Obligation Bonds, Series 2023A

pfm

50 South Sixth Street
 Suite 2250
 Minneapolis, MN 55402
 612.338.3535

pfm.com

PRICE: Not less than \$30,888,000 (99.0% of Par)

SALE: On Tuesday, September 12, 2023 at 10:30 A.M. Central Time in the offices of PFM Financial Advisors LLC, Minneapolis, MN.

SALE METHOD: Faxed bids or Parity

DATED: October 10, 2023

DUE: May 1, as follows:

<u>Year</u>	<u>Amount⁽¹⁾</u>	<u>Year</u>	<u>Amount⁽¹⁾</u>
2024	\$ 1,535,000	2034	\$ 1,535,000
2025	990,000	2035	1,610,000
2026	1,040,000	2036	1,695,000
2027	1,090,000	2037	1,760,000
2028	1,145,000	2038	1,830,000
2029	1,205,000	2039	1,905,000
2030	1,265,000	2040	1,980,000
2031	1,325,000	2041	2,060,000
2032	1,395,000	2042	2,140,000
2033	1,465,000	2043	2,230,000

INTEREST: On each May 1 and November 1, commencing May 1, 2024. Interest will be computed on a 360-day year, 30-day month basis, to the owners of record as of the close of business on the fifteenth of the immediately preceding month.

SENSITIVITY: The Park District reserves the right to adjust the total par size and individual maturities in multiples of \$5,000.

⁽¹⁾ Preliminary, subject to change.



CALL FEATURE:	The Bonds maturing on May 1, 2032 and thereafter are subject to redemption on May 1, 2031 and any date thereafter at a price of par plus accrued interest to the redemption date.
TERM BOND OPTION:	Bids for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.
RATE:	One rate per maturity expressed in integral multiples of 1/20 or 1/8 of 1%. All Bonds of the same maturity shall bear a single uniform rate from date of issue to maturity. Each bid must be for the entire principal amount of the Bonds.
DENOMINATION:	\$5,000 or integral multiple thereof.
AWARD METHOD:	Based on True Interest Cost.
NOT QUALIFIED TAX-EXEMPT OBLIGATIONS:	The Bonds will not be designated as qualified tax-exempt obligations.
FORM:	The Bonds will be issued as book-entry securities.
PAYING AGENT:	Zions Bancorporation, National Association
CUSIP NUMBERS:	The Park District will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such printing to be done at the expense of the purchaser, if the purchaser waives any extension of the time of delivery caused thereby.
GOOD FAITH DEPOSIT:	\$312,000 wire transfer
DELIVERY:	On or about October 10, 2023
ACTION:	Please prepare necessary resolutions, a form of legal opinion, a continuing disclosure certificate (full), issue price certificates and forward to the Park District and to PFM Financial Advisors LLC.



MEMORANDUM

DATE: July 19, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 11 – Permission to apply for the Garrison Diversion Conservancy Recreation Grant

Staff is requesting permission to apply for the Garrison Diversion Conservancy Recreation Grant. Grants may be requested for new recreation facilities and enhancement or expansion of existing facilities. This is a matching grant for projects located within the Garrison Diversion boundaries that may be eligible to receive up to 25% of the non-federal share. The Recreation Committee meets biannually to consider grant applications. The deadline for this application is September 1, 2023. The Fargo Park District is planning a playground replacement and concrete improvement project at the Pepsi Soccer Complex. The project would improve accessibility to the playground and update the existing playground at the complex. The estimated total cost for this project is \$250,000 which could result in a potential 25% match of \$62,500 if the park district was awarded the grant.

The Garrison Diversion Conservancy District grant procedures require documentation that the Fargo Park Board of Park Commissioners approve of the project before consideration can be given to the park district for the grant.

We are asking the Committee to review and move the consideration for approval to the full board.

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

Thank you.

Pepsi Soccer Complex Playground: 33101 Hwy 81 N, ND 58102 – 250 LF of Playground Border

