



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, NOVEMBER 9, 2021 AT 5:30 P.M.** IN THE BOARD ROOM OF THE PARK DISTRICT OFFICES AT 701 MAIN AVENUE, FARGO, WITH PRESIDENT VICKI DAWSON, PRESIDING. **Please note:** This is an in person and MS Teams Live Event. Members of the public and media can view the live meeting at www.fargoparks.com/news/park-board-meeting-november-agenda

Consent Agenda - approve the following:

- a. Minutes - October 5, 2021
- b. October Bills
- c. Order of Agenda
- d. Approve Memo of Understanding with the City of Fargo regarding the Southwest Regional Pond
- e. Approve updated Zero Electric Motorcycle Agreement
- f. Approve 2021 Audit Engagement Letter with Eide Bailly

Regular Agenda

1. Recognition of Audience/Public Comments
2. Director's Report
3. Foundation Director's Report
4. Folkways Presentation; Joe Burgum and Simone Wai, presenters.
5. Board to discuss and consider approval of a request for future phases of Garden of Healing & Health at Urbans Plains Park; Kevin Boe, Jodi Plecity, Sarah and Arlin Fisher, presenters.
6. Board to consider approval of gift agreement with Kost Family regarding naming a shelter at Lindenwood Park; Dave Bietz, presenter.
7. Board to discuss and consider approval of 2022 Budget Adjustment - Island Park Pool Operations; Broc Lietz, presenter.
8. Board to consider approval of Capital Projects Funding and authorize Administration to work with Construction Manager to solicit bids for the Fargo Sports Complex; Broc Lietz, presenter.

Individuals who wish to attend Park Board meetings but need special arrangements or would like to address the Board, please contact the Fargo Park District office at 499-6060 by noon on the Monday before the Board Meeting.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
OF THE FARGO PARK DISTRICT OF OCTOBER 5, 2021**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, October 5, 2021, at 5:30 p.m. at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota and via Microsoft Teams. Present at the meeting in person were Commissioners Stacey Griggs, Vicki Dawson, Dawn Morgan, and Joe Deutsch. Present at the meeting via Microsoft Teams was Commissioner Jerry Rostad. Also present were: Dave Leker, Broc Lietz, Carolyn Boutain, Brian Arett, Dave Bietz, Kevin Boe, and attorney Chris Kennelly.

Approval of Consent Agenda

Commissioner Stacey Griggs moved and Commissioner Joe Deutsch seconded a motion to approve the following actions on the consent agenda:

- (a) The minutes from September 7, 2021 meeting;
- (b) The September 2021 bills;
- (c) Order of the Agenda;

Upon call of the roll, the motion passed unanimously.

Recognition of Audience

Two individuals addressed the Board. One addressed the Board regarding park safety. The other individual addressed the Board regarding the Urban Hunting program.

Director's Report

There was no report from the Executive Director.

Foundation Director's Report

Brian Arett presented to the Board on this matter. It was noted that the Foundation board is scheduled to meet on September 20, 2021. It was also noted that roadwork is being completed at the future home of the potential Fargo Sports Complex.

River Keepers Presentation

Peter Sainital of the Children's Legacy Foundation presented to the Board on this matter as part of an ongoing series of Park District User Groups providing the Board and the public with information about the program.

No action was taken on this matter.

Discussion and Consideration of Recommendation for Scope of Fargo Sports Complex

Dave Leker and Broc Lietz presented to the Board on this matter. It was noted that private fundraising efforts have been ongoing and have yielded \$22 million to date. It was noted that Fargo Park District passed a bond resolution on April 13, 2021, for \$44 million and opened a 60-day public protest period which ended on June 14, 2021. It was noted that the current construction costs have an estimated cost of \$80.2 million and include the following: 4 basketball courts, full NCAA soccer turf, 400-meter walking track, Sanford Power, Fargo Park District offices, and Board Room/Community Room/Public space.

Stacey Griggs commented on the project that there have been several conversations about the scope of the project and the debt structure. Stacey Griggs noted that the Park District is about 75% of the way there with fundraising and that the Park District should continue moving forward. Vicki Dawson noted that the community and user groups are behind the Fargo Sports Complex. Vicki Dawson noted that the Park District should continue with the project as proposed with the funds that the Park District will have available. Dawn Morgan noted that there was discussion of taking funds from Island Park project and moving the funds to the Sports Complex and felt that option is unacceptable. Joe Deutsch noted that he does not doubt that the Park District will be able to get the additional funds and that the sports complex should move forward.

Commissioner Stacey Griggs moved and Joe Deutsch seconded the motion to approve the scope of the sports complex as presented and direct staff continue fundraising efforts if additional funds are not secured, the Park District shall consider refunding any tax increase to the taxpayers.

Stacey Griggs withdrew her motion and Joe Deutsch withdrew his second of the motion.

Commissioner Stacey Griggs moved and Joe Deutsch seconded the motion to approve the scope of the sports complex as presented and direct staff to continue fundraising efforts to complete the project and/or present alternative funding solutions to complete the project, if amount necessary to complete the project are not secured by the end of the 2023 budget cycle, the taxes collected for this project will be refunded to the taxpayers. Upon call of the roll, the motion passed unanimously.

Approval of Recommendation for Scope of Island Park Pool Renovations

Dave Leker and Broc Lietz presented to the Board on this matter. It was noted that the Commissioners committed up to \$16 million for the remodel and replacement of Island Park Pool. It was noted that the Park District hired Zerr Berg Architects to perform community engagement opportunities regarding the Island Park Pool renovation project.

Commissioner Vicki Dawson noted that Island Park is important to the community and that the Island Park pool needs to happen. Commissioner Dawson noted that Island Park is different than a lot of parks and that she would like something lower profile than waterslides, and that if necessary, delay the pool to make sure that the pool is put in the right place and that the right things are done. Commissioner Dawn Morgan noted that the community wants to see the pool replacement plan to be part of the Island Park master plan, including Fargo Moorhead Community Theater. Commissioner Rostad noted that aligning the pool with the master plan makes sense. Commissioner Stacey Griggs noted that the Park District needs to

study the park more before moving forward. Commissioner Joe Deutsch noted that he agreed with his fellow commissioners.

Commissioner Jerry Rostad moved and Commissioner Stacey Griggs seconded a motion to approve the commitment of up to \$16 million dollars for the replacement of Island Park Pool in conjunction with the master plan of Island Park to include the following amenities 50-meter lap pool, integrated diving will, zero entry pool with corresponding play features, lazy rivers, and any other amenities as identified. Upon call of the roll, the motion passed unanimously.

Approval to Solicit for Bids Regarding Pre-Engineered Metal Building for Fargo Sports Complex

Dave Leker presented to the Board on this matter. It was noted that this building would be for the soccer field. It was noted that due to extended lead times for steel fabrication, the Park District is looking to get started on the design phase for a PEMB for the turf component. This would allow the manufacturer to start the design of the building to get into the manufacturing queue saving approximately 3 months for manufacturing. It was noted that the Park District would bid out the building once the drawings are completed.

Commissioner Jerry Rostad moved and Commissioner Stacy Griggs seconded a motion to request the solicit of bids regarding the Pre-Engineered Metal Building for the Fargo Sports Complex as presented to the Board. Upon call of the roll, the motion passed unanimously.

Awarding Architectural and Engineering Design Services for Island Park Pool

Kevin Boe presented to the Board on this matter. It was noted that the scope of the services would include: project planning and consulting, demolition specifications for existing pool, facility design, construction documents, bidding process, and construction. It was noted that proposal from Zerr-Berg Architects was for 6% of the \$14,000,000.00 total construction cost including contingency, before all fees.

Commissioner Joe Deutsch moved and Commissioner Dawn Morgan seconded a motion to approve and award Zerr-Berg for Architectural and Engineering Design Services for Island Park Pool as presented to the Board. Upon call of the roll, the motion passed unanimously.

Awarding Construction Manager Agent (CMA) Services for Island Park Pool

Dave Bietz presented to the Board on this matter. It was noted that the Park District received six CMA proposals. It was noted that after a detailed review and scoring of the six proposals, staff interviewed Gast Construction, Construction Engineers, and ICS. It was noted that Gast Construction's fee would be 4.25% of the total construction cost of the pool.

Commissioner Joe Deutsch moved and Commissioner Stacy Griggs seconded a motion to approve and award the Construction Management Agent (CMA) Services for Island Park Pool renovations to Gast Construction as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Recommendation for Island Park Master Planning Services

Dave Leker presented to the Board on this matter. The Park District advertised for requests for qualifications for Master Planning Services of Island Park. It was noted that four proposals were received, and staff interviewed O2 Design and AGL Landscape Architects & RDG Planning and Design. It was noted that staff recommended moving forward with ALG & RDG for the Master Planning Services. It was noted that the timeline for the master plan would run through March or April.

Commissioner Joe Deutsch moved and Commissioner Dawn Morgan seconded a motion to approve and award the Master Planning Services for Island Park to AGL Landscape Architects & RDG Planning and Design as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of Recommendation for Strategic Planning Services for Fargo Park District

Dave Leker presented to the Board on this matter. It was noted that Park District staff solicited bids for requests for proposals for Strategic Plan Services for Fargo Park District. It was noted that the Park District received two bids: Great Outcomes Consulting, LLC and GreenPlay, LLC. It was noted that staff interviewed both firms. It was noted that staff unanimously determined recommended GreenPlay, LLC for the Strategic Plan Services. It was noted that the services include phasing the mapping/inventory process. It was noted that the total price of the contract is not to exceed \$129,000.00.

Commissioner Joe Deutsch moved and Commissioner Stacy Griggs seconded a motion to approve and award the Strategic Plan Services for Fargo Park District to GreenPlay, LLC as presented to the Board. Upon call of the roll, the motion passed unanimously.

Approval of 2022 Budget

Dave Leker and Broc Lietz presented to the Board on this matter. It was noted that the proposed 2022 preliminary budget was presented at the August board meeting and the public input was held at the September board meeting. It was noted that in light of the decisions made in meeting regarding Island Park Pool, the staff has done some line-item adjustments and that staff can make those adjustments without changing the bottom line of budget.

Commissioner Stacey Griggs moved and Commissioner Joe Deutsch seconded a motion to approve the 2022 budget as presented to the Board. Upon call of the roll, the motion passed unanimously.

At the conclusion of the above agenda items, a motion to adjourn was made and seconded, and upon unanimous consent the meeting adjourned at approximately 7:20 p.m.

Dave Leker, Clerk



MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Parks Director

RE: Consent Agenda Item No. (d) – Approve Memorandum of Understanding with the City of Fargo regarding the Southwest Regional Pond

The City of Fargo is in the process of constructing the first phase of a storm water retention pond in South Fargo as part of the overall City storm sewer system. The City of Fargo owns the property along 52nd Avenue South where the storm water retention pond and other amenities will be constructed in phases. Attached for your review is a Memorandum of Understanding Regarding Construction, Maintenance and Purchase Option for this storm water retention pond between the City of Fargo and the Fargo Park District.

The project allows the Fargo Park District to maximize the benefits of green space and water amenities for a variety of recreational uses. Staff recommends approving the Memorandum of Understanding.

It was recommended at the October 27, 2021 Facilities Committee Meeting to bring this to the full board for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve the Memorandum of Understanding with the City of Fargo and Fargo Park District regarding the Southwest Regional Pond.

**MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION,
MAINTENANCE AND PURCHASE OPTION**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 (“Fargo”), and the Park District of the City of Fargo, whose address is 701 Main Avenue, Fargo, North Dakota 58103 (the “Park District”).

WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

WHEREAS, Fargo is in the process of constructing the first phase of a storm water retention pond as part of the overall City storm sewer system, as shown in Exhibit “A” attached hereto (hereinafter the “Pond Property”); and

WHEREAS, Fargo and Park District recognize that the project will be constructed in several phases, and that the completion dates of the various phases are unknown. Nevertheless, Fargo and Park District intend for this MOU to be effective as to all phases of construction of the Pond Project; and

WHEREAS, Fargo and Park District desire to have the Pond Property be a dual- purpose project to serve the community as both storm water infrastructure and a recreational amenity; and

WHEREAS, Park District desires to construct certain amenities on the Pond Property, at its cost; and

WHEREAS, Park District has expressed interest in buying a portion of the City property adjacent to the Pond Parcel (“Remnant Parcel”) in the future if City determines the Remnant Parcel is not needed for the primary purpose of storm water retention, and City agrees Park District should have primacy to the land in the event of its sale; and

WHEREAS, Fargo and Park District recognize that joint operation and programming may improve the ability to secure additional funding and other cooperative relationships to benefit the community; and

WHEREAS, Fargo shall have the responsibility of construction, maintenance, inspection and repair of the storm water retention pond; and

WHEREAS, the Park District shall have the responsibility of construction, maintenance, inspection, and repair of the park amenities, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. Fargo owns the parcel on which the storm water retention pond and other amenities have been, or will be, constructed in phases, and Fargo and Park District agree and understand that the City shall retain ownership of the Pond Parcel at all times, without regard to maintenance responsibilities. The parties understand and agree that the primary use of the property is for storm water retention and detention, and such purpose shall not be impaired or impeded by any provisions herein.

2. Access. Fargo hereby grants Park District access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City, including patrol, emergency access, and truck access, as necessary. In the event Park District is permitted to install gates or other access controls to the Pond Parcel, Park District shall ensure access to City is not hindered or impaired in any way, and shall provide such keys, codes or other means to access the Pond Parcel, without delay.

3. Storm Water Retention Pond Construction and Maintenance.

a. Fargo shall be solely responsible for the construction of the storm water retention pond and all necessary appurtenances thereto, including installation of storm water pipe and structures, and, vegetation establishment.

b. Fargo shall be responsible for future pond maintenance, including but not limited to sediment removal, inspection, and bank sloughing repair.

4. Park District General Maintenance. Park District shall be responsible for the construction, repair and maintenance of all amenities , including grass mowing, weed treatment, tree trimming, as well as pavement maintenance and repair, and snow and debris removal, as necessary. Park District understands and agrees that it may not construct any amenities on the Pond Property, unless otherwise agreed to in writing signed by both parties, and that Fargo approval will not be unreasonably withheld. Fargo and Park District understand and agree that any work to be completed pursuant to this Agreement that may disrupt Park District use of the property shall be coordinated between the parties so as to minimize impacts, to the extent possible.

a. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond level, without prior written consent of City.

b. Fargo agrees Park District shall have some discretion in its use of the property to the extent that any construction activities must first be approved by Fargo, and this Agreement included in writing, as necessary to detail the parties' responsibilities with respect to the Park District constructed amenities.

5. Joint Responsibilities and Coordination. Fargo and Park District agree that collaboration and coordination between the two entities is a necessary component of the successful

operation of the Pond Parcel as a Park District amenity. To the extent possible, Fargo and Park District agree as follows:

- a) The parties agree to jointly seek an Audubon Society agreement to further enhance the use of the Pond Parcel and amenities.
- b) Fargo agrees to assist the Park District, as appropriate, to secure funding for the construction of shared use paths and trails throughout the Pond Parcel.
- c) Fargo and Park District agree to coordinate timing of any work or construction to be done in accordance with the terms of this Agreement so as to not disrupt Park District programming of the Pond Parcel.

6. Signage and Lighting. Fargo and Park District agree and understand that Fargo shall be responsible for signage pertaining to the retention pond. At its discretion, with City approval, Park District may place additional signage on the Pond Parcel relating to approved programming of the space. Further, Park District may be permitted to install appropriate lighting on the Pond Parcel as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the lighting will not be impacted by the varying pool levels of the storm water retention pond following a large rain event.

7. Insurance. Both parties understand and agree that it shall secure the necessary insurance for the proposed use of the Pond Parcel.

8. Dispute Resolution.

- a. Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

9. Option/Right of First Refusal. Fargo and Park District understand and agree that the property acquired by Fargo for the purpose of the storm water retention pond may result in a remnant of approximately 80 acres, more or less, as shown in Exhibit "B" attached hereto ("Remnant Parcel").

- a. City agrees to dedicate up to 8% of the Remnant Parcel to the Park District for park purposes, such dedication to be adjacent to the Pond Parcel and in a location mutually

acceptable to City and Park District, at City's final discretion. To the extent the full 8% is dedicated to the Park District by City pursuant to this Agreement, the parties understand and agree that there shall be no further dedication responsibility with respect to the sale and development of the Remnant Parcel.

b. City further hereby grants Park District an Option/Right of First Refusal to acquire the Remnant Parcel, or any part thereof, at a time City determines appropriate. Fargo shall first offer the Remnant Property to Park District for a price to be determined by appraisal, in the following manner.

(i) Fargo shall give Park District written notice of the decision to sell, delivered by certified mail, return receipt requested.

(ii) Park District shall notify Fargo of its intent to buy the Remnant Parcel, or any part thereof, for the appraised price within 60 days of receipt of notice. Failure to provide written timely notice of intent to purchase/sell be considered a rejection of the offer upon payment of agreed price upon acceptance.

(iii) Fargo shall deed to Park District by Quit Claim Deed the acquired portion of the Remnant Parcel, subject to all easements and encumbrances of record.

(iv) Park District shall secure possession of the acquired portion of the Remnant Parcel upon deed conveyance.

10. Minnkota Power Company Easement. Fargo and Park District understand and agree that a portion of the Pond Parcel is encumbered by an easement to Minnkota Power Company, and Fargo and Park District further recognize and agree that any amenities permitted by this Agreement may not hind, impair or impede Minnkota Power's use of the easement property.

11. Term. The term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement at any time, at least 180 days' Notice shall be given to the other party. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo written consent.

12. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this MOU and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.

13. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 4th Street North
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo
ATTN: Finance Director
701 Main Avenue
Fargo, ND 58103

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

14. Time is of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

15. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements/easements related to the floodwall, storm sewer construction and operation, and maintenance of the floodwall and storm sewer.

16. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

17. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.

18. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.

19. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

20. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

21. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

22. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

23. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this _____ day of _____, 2021.

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this 9th day of November, 2021.

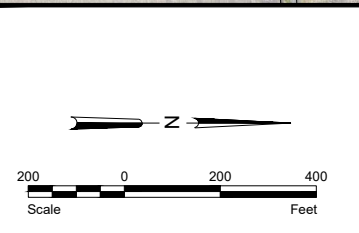
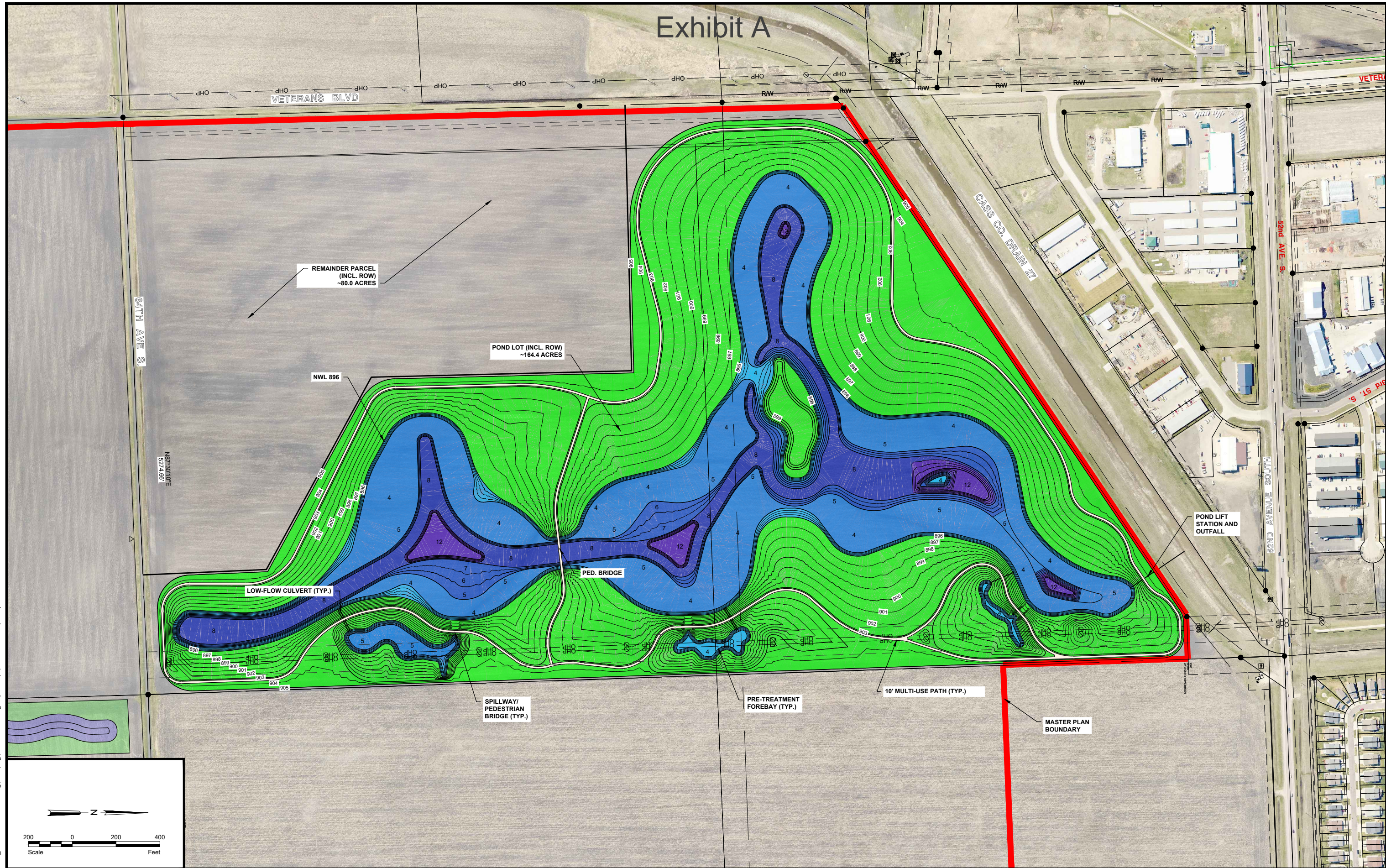
Park District of the City of Fargo

By: _____
Vicki Dawson
Its: President

ATTEST:

Dave Leker, Clerk

Exhibit A



H:\JBN\6059\6059_0168 SW Pond Planning\CAD\Eng\Pond Exhibit.dwg-Layout-1-8/4/2020 6:42 AM-(bwall)

No.	Revision	Date	By

PRELIMINARY
Not for Construction

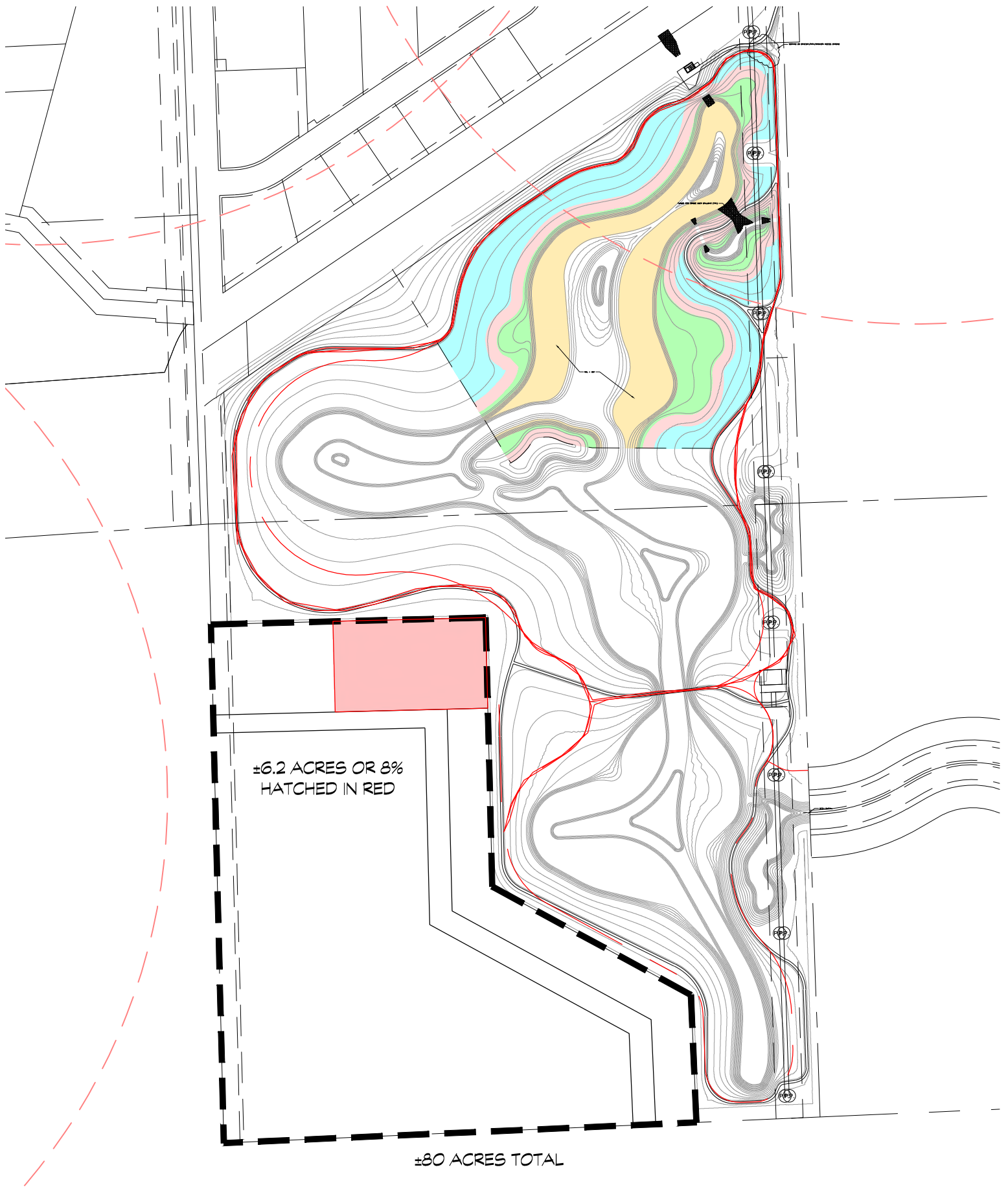


Fargo
P: 701.237.5065
F: 701.237.5101

Drawn by BKW
Checked by MPL
Date 8-4-20
Scale AS SHOWN
SOUTHWEST FARGO STORMWATER POND
CITY OF FARGO
FARGO, NORTH DAKOTA

NORTH POND
PRELIMINARY LAYOUT
PROJECT NO. 6059-0168

SHEET
1 of 2



±6.2 ACRES OR 8%
HATCHED IN RED

±80 ACRES TOTAL

SOUTHWEST REGIONAL POND





MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Dave Leker, Executive Director

RE: Consent Agenda Item No. (e) – Approve updated Zero Electric Motorcycle Agreement

With the elimination of the Park Police Officer position and our purchase of the Zero Electric Motorcycle, Park District staff would like to transfer ownership of the motorcycle to the Fargo Police Department.

In December 2019, the Board awarded the bid of \$20,600.00 to Heinen's for the motorcycle. Two grants were obtained for the purchase of the motorcycle – one from the North Dakota Commerce Department for \$10,000 and the other from Cass County Electric for \$6,000, leaving a balance to the Park District of \$4,600 for the purchase.

In the Agreement attached, it states the Police Department agrees to keep and display the Park District and Cass County Electric Cooperative decals on the motorcycle for its estimated useful life of up to five years. Also, there is an Exhibit that lists joint events with the Fargo Police Department for an officer to attend with the motorcycle and help promote the Zero Electric Motorcycle and collaboration with Fargo Police Department.

With this Agreement, the Fargo Police Department will take full ownership and insurance responsibilities of the motorcycle.

The Agreement was drafted by our attorney, Jeff Gunkelman.

This was reviewed at the October 27, 2021 Facilities Committee Meeting and recommended to be brought to the full board for consideration and approval.

Please let me know if you have any questions prior to the board meeting.

Thank you.

Sample Motion: I make a motion to approve the updated Zero Electric Motorcycle Agreement as presented.

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

Zero Electric Motorcycle Agreement

This Zero Electric Motorcycle Agreement is entered into by and between the Park District of the City of Fargo (the “Park District”) and the city of Fargo, a North Dakota municipal corporation and the Fargo Police Department (collectively the “Police Department”).

Whereas, in ____ (year) the Park District, in conjunction with Cass County Electric Cooperative, purchased a Zero Electric Motorcycle (the “Motorcycle”) for use by the Police Department; and

Whereas, the Police Department and the Park District have terminated an MOU for the provision of a direct assignment of a Police Department employed officer to the Park District. As a result of such termination, the Park District has determined it has no practical use for the Motorcycle; and

Whereas, pursuant to the terms of this Agreement, the Park District shall transfer title of the Motorcycle to the Police Department, and the Police Department shall accept ownership and maintenance responsibilities of the Motorcycle.

Now, therefore, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Park District shall transfer title of the Motorcycle to the Police Department by execution of documentation necessary to effectuate the transfer of title. The Park District makes no representations or warranties as to the condition of the Motorcycle. The Police Department accepts the Motorcycle in “as is” condition.
2. In exchange for clear title to the Motorcycle, the Police Department agrees to keep and display the Park District and Cass County Electric Cooperative decals on the Motorcycle for its estimated useful life of up to 5 years. Police Department shall have sole discretion to determine the Motorcycle’s useful life. The parties may agree to replace the decals should they become damaged or worn. Further, Police Department shall be permitted to place its own identifying decals on the Motorcycle.
3. As further consideration for clear title to the Motorcycle, the Police Department agrees that it will endeavor to make available for display and/or utilize the Motorcycle at joint Community outreach events as agreed to by the Park District and Police Department on a yearly basis, up to 5 events per year. Such events are generally described in Exhibit “A” attached hereto. Police Department further agrees to use the Motorcycle in a manner that keeps it in the public eye in patrolling Park District property, at Police Department sole discretion.
4. The term of this Agreement shall be the estimated useful life of the Motorcycle, up to 5 years. In the event the Motorcycle becomes obsolete or is otherwise rendered inoperable, the Police Department may, in its sole discretion, terminate this Agreement.

5. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the floodwall construction.

6. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

7. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

8. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.

9. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

10. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

11. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

12. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

13. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

Dated this ___ day of November, 2021.

City of Fargo, a North Dakota municipal corporation

Dr. Timothy J. Mahoney, Mayor

Attest:

Steve Sprague, City Auditor

Dated this ___ day of November, 2021.

Fargo Police Department

David Zibolski, Chief

Dated this ____ day of November, 2021.

Park District of the City of Fargo

Vicki Dawson, President

Attest:

Dave Leker, Clerk

Exhibit A
Joint Events Between the Park District of the City of Fargo
and the Fargo Police Department

Clara Barton

Midwest Kids Fest

Madison Park

701 Day

Lewis & Clark

Longfellow Park

Roosevelt Park



MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Luke Evenson, Controller

RE: Consent Agenda Item No. (f) - Approve 2021 Audit Engagement Letter with Eide Bailly

Each year the Fargo Park District is required to have a financial and federal audit which have historically been conducted by Eide Bailly. The financial audit provides an opinion on whether our financial statements are fairly presented and materially accurate. The federal audit provides an indication of whether we are maintaining compliance with Federal requirements.

The 2021 Audit will also include an audit of the two Foundations that are related to the Park District. It will be the first time Valley Senior Services Foundation and the Fargo Park District Foundation will be audited. The Foundations will be reported as separate component units but included on the Financial Statements for the Park District as a whole. This change was brought on by a new Governmental Accounting Standard. The cost of the 2021 audit is \$31,525.

The Engagement Letter was reviewed at the November 3, 2021 Budget Committee Meeting and recommended to be brought to the full board for consideration and approval.

Please let me know if you have any questions.

Thank you.

Sample Motion: I make a motion to approve the 2021 Audit Engagement Letter with Eide Bailly, as presented.



October 8, 2021

To the Board of Park Commissioners and Management
Park District of the City of Fargo
701 Main Avenue
Fargo, North Dakota 58103

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund of the Park District of the City of Fargo (the "Park District") as of December 31, 2021, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Park District's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objective of our audit of compliance regarding the entity's major federal award programs is to obtain reasonable assurance about whether noncompliance with the types of compliance requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) that could have a direct and material effect on each major federal program. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material noncompliance when it exists. Material noncompliance can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the compliance report.

www.eidebailly.com

4310 17th Ave. S. | P.O. Box 2545 | Fargo, ND 58108-2545 | T 701.239.8500 | F 701.239.8600 | EOE

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedule of changes in the District's OPEB liability and related ratios
3. Schedule of employer's share of net pension liability
4. Schedule of employer's contributions

Supplementary information other than RSI will accompany the Park District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Balance sheets – modified accrual basis – Valley Senior Services
2. Statements of revenues, expenditures, and changes in fund balance – budget and actual – modified accrual basis – Valley Senior Services

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Listing of commissioners and officers

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements and Compliance over Federal Awards

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance over the major programs, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and of the major programs that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about [Client] 's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

We will issue a written report upon completion of our audit of the Park District 's basic financial statements. Our report will be addressed to the governing body of the Park District . We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Park District 's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge, and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations for laws, governmental regulations, grant agreements or contractual agreements; and
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting, and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you
- Prepare or assist with preparing the schedule of expenditures of federal awards
- Completion of the auditee's portion of the Data Collection Form
- Propose journal entries for the government-wide financial statements to be reviewed and approved by management

We will not assume management responsibilities on behalf of the Park District. The Park District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The Park District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Brian Stavenger is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in March 2022.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be as follows:

Audit of the financial statements	\$ 22,550
Estimate for initial procedures and reporting considerations	
For including the two Foundation's in the financial statements	5,000
Federal audit per major program (anticipate one)	<u>3,975</u>
Total	<u>\$ 31,525</u>

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Park District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the Board of Park Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Fargo, ND. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers, and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers, or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive, or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by North Dakota law. Any unresolved Dispute shall be submitted to a federal or state court located in Fargo, ND.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Park District of the City of Fargo by:

Vicki Dawson, Board President

Date

Fargo Park District
 Schedule of Audit Fee History
 10/28/21

Year Audited	Park District Audit	Federal Audit	Other Additional Services	Total	\$ Change	% Change	Comments
2017	\$ 12,700	\$ 8,100		\$ 20,800	\$ 600	2.97%	
2018	\$ 13,300	\$ 8,400	\$ 1,500	\$ 23,200	\$ 2,400	11.54%	EB assisted in Financial Close & GASB 75 Implementation
2019	\$ 19,700	\$ 3,500		\$ 23,200	\$ -	0.00%	Fee change to allocate between Fed and Financial
2020	\$ 20,500	\$ 3,600		\$ 24,100	\$ 900	3.88%	
2021	\$ 22,550	\$ 3,975	\$ 5,000	\$ 31,525	\$ 7,425	30.81%	1st year of Foundation Audits



MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Dave Leker, Executive Director

RE: Agenda Item No. 4 – Folkways Presentation

At the Park Board Meeting on November 9, 2021, Joe Burgum and Simone Wai from Folkways will share an overview of who Folkways is and what they do, an update on the Red River Market this year at Broadway Square and share plans for the year ahead.

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

Thank you.



MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Kevin Boe, Recreation Director

RE: Agenda Item No. 5 – Board to discuss and consider for approval a request for future phases of Garden of Healing & Health at Urban Plains Park

At the October 27th Facilities Committee Meeting, Jodi Plecity, Sarah and Arlin Fisher discussed the conceptual design for Phase 2 and asked Commissioners for approval to continue the development of the Garden of Healing & Health at Urban Plains Park.

Commissioners agreed to move on to the full Board for further discussion to allow the Garden of Healing & Health group to use the area between 32nd Avenue S and 51st Street S at Urban Plains Park for Phase 2 expansion and work on the Memorandum of Understanding (MOU). The MOU gives the Garden of Healing & Health group permission to raise funds and work on designs for the full build out. Future site plans would have to be approved by the Park District prior to the start of construction. This is similar to the MOU with Northern Plains Botanical Garden Society at Yunker Farm.

The MOU states they have 3 years to complete the project, or it would revert back to a park. The MOU states that they will be responsible for all fundraising to construct the improvements and be responsible for all maintenance associated with the improvements. The MOU also states that a formal agreement will need to be completed and signed prior to any work starting on the project.

Attached are a MOU between the Fargo Park District and Garden of Healing & Health and a conceptual design for Phase 2 for review. The MOU was drafted by our attorney, Jeff Gunkelman.

Please let me know if you have any questions prior to the meeting.

Thank you.

Sample Motion: I make a motion to approve the Memorandum of Understanding as presented.

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

**MEMORANDUM OF UNDERSTANDING
PHASE TWO**

This Memorandum of Understanding – Phase Two (the “Agreement”) is entered into this _____ day of _____, 2021 between the **Park District of the City of Fargo** (“Park District”) and **Sarah Fisher, Arlin Fisher, Jodi Plecity, and Garden of Healing Park** (collectively “Garden of Healing”).

Whereas, Garden of Healing presented the Park District Board of Commissioners (the “Board”) at the November 9, 2021 regular meeting of the Board, a proposal to create a second phase to the Garden of Healing Park (the “Park”) at Urban Plains Park.

Whereas, the Board approved the proposal from Garden of Healing Park and the parties desire to enter into this Agreement to outline the rights and responsibilities of the parties so that Garden of Healing can commence fundraising for the construction of phase two of the Park.

1. Attached hereto and incorporated by reference herein is a drawing depicting the intended location of the second phase of the Park at Urban Plains.

2. The plans for the construction and installation for phase two of the Park, are still in the early stages and shall be subject to the approval of the Park District, which approval will not be unreasonably withheld. Garden of Healing agrees not to commence the installation procedure until it has procured the written consent and approval of the Park District with regard to the plans for the site and the construction.

3. Garden of Healing shall have three years to raise the appropriate funds and commence construction on phase two of the Park. Should Garden of Healing fail to raise the necessary funds and commence construction within three years of the above date, then this Agreement shall terminate unless otherwise agreed upon by the parties.

4. The Park District will not be required to participate in any construction costs necessary to construct phase two of the Park or any of the installation costs.

5. The Park District shall be held harmless from any claims that would arise for personal injury or property damage resulting from any construction, the installation and placement of the Park and into the future.

6. The parties shall enter into a comprehensive agreement for the construction, installation, maintenance and alike once the Garden of Healing has raised the necessary funds to commence construction and final plans are agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease for and as of its Effective Date.

Park District of the City of Fargo

By: Vicki Dawson
Its: President

Sarah Fisher

By: Dave Leker
Its: Clerk

Arlin Fisher

Jodi Plecity

Garden of Healing

By:
Its:





MASTER PLAN VIEW



1. SITTING GARDEN PERGOLA ALCOVE



2. SITTING GARDEN & LAWN



5. VIEW TO PHASE 1 & WILD FLOWER GARDEN



4. YIN YANG GARDEN ALCOVE



3. WATER FEATURE & 32ND AVE. ENTRY SIGN

GARDEN OF HEALING - PHASE 2

CONCEPTUAL DESIGNING, NOT FOR CONSTRUCTION



MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Dave Bietz, Parks Director

RE: Agenda Item No. 6 – Board to consider approval of Gift Agreement with Kost Family regarding naming a shelter at Lindenwood Park

In May, 2021, the Kost Family expressed their desire to donate a shelter at Lindenwood Park in memory of Tony Kost. This item was brought to the June 23, 2021 Facilities Committee Meeting and after much discussion, the Committee decided to table any recommendation to the Board until the updated Fargo Park District naming policy was completed.

In accordance with the updated Fargo Park District Policy for Naming Parks/Facilities approved by the Board at their September 7, 2021 meeting, the Kost Family would like to donate \$20,000 for the cost of one of the new shelters at Lindenwood Park to be named, Tony Kost Shelter. Along with the naming of the shelter, they request the ability to display somewhere inside the shelter an appropriately sized plaque with an etched photo of Tony Kost and the following message: *“We dedicate this shelter to all families in honor of our dad and grandpa, Tony Kost. He loved this park and spending Sundays here with his family.”*

Staff recommends approving the Gift Agreement with the Kost Family. Attached for review is the drafted Gift Agreement outlining the terms.

It was recommended at the October 27, 2021 Facilities Committee Meeting to bring this to the full board for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve the Gift Agreement with the Kost Family as it relates to naming of a shelter at Lindenwood Park.

GIFT AGREEMENT

THIS AGREEMENT (The “Agreement”) is made this _____ day of November, 2021, by and between **Susan Kost**, 4158 Arthur Dr., Fargo ND 58104 (“Kost’s”) and **THE FARGO 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 Park District owns and operates a park which is located in South Fargo (“Lindenwood”) and the Park District has improved Lindenwood Park over the years; and

WHEREAS, the Kosts desire to contribute monies to fund the construction of a shelter at Lindenwood Park generally located and outlined as shown on Exhibit A attached hereto, which improvements will inure to the benefit and ownership of the Park District; and

WHEREAS, the Park District has agreed to install the improvements herein described under the terms and conditions of this Gift Agreement.

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

1. Gift. The Kosts agree to pay to the Park District, as a gift, an amount equal to the cost to be incurred by the Park District in construction of a park shelter as shown with attached Exhibit B. The cash gift will be made by the Kosts to the Park District pursuant to the schedule described below. In no event shall the gift by the Kosts to the Park District for the construction of a park shelter exceed \$20,000, unless the Kosts agree to the same in writing.

2. Payment Schedule. The gift to be made by the Kosts to the Park District shall be paid as follows:

a. An amount equal to \$20,000.00 to be paid on or prior to January 3, 2022.

3. Naming of the Facility. At the present time, the Kosts are requesting that the shelter be named after their family Member. The shelter will be named Tony Kost Shelter The Park District will permit Kostss to have installed an appropriately sized plaque at the site of the shelter recognizing the contribution of the Kosts to this project. Kosts will design (size, content, and form) and have the plaque made. The design will be subject to Park District approval, which will not be unreasonably withheld. The Park District, at the Kosts’ request, will install the plaque. Any changes or modifications to the signage after the initial install, shall be the sole responsibility of the Kost family. All signage and naming rights shall comply with the Fargo Park District Policy for Naming Parks/Facilities.

4. Term for Naming Rights. The Kost family shall maintain the naming rights for the life of the shelter, a period of 20 years. In the event the shelter is later named, the Park District, although maintaining final approval with regard to any name rights in accordance with the Park

District's policy, will seek the input of the Kostos in the naming process and allow for first right of refusal to contribute additional monies to keep the Kost name on the shelter.

5. Shelter Maintenance. The Park District agrees that it will use its best effort to maintain the shelter for a period of not less than twenty (20) years. At any time after that the Park District, in its sole and reasonable discretion, may remove or change the purpose of the improvements.

The expense of maintaining the shelter and any site improvements, to include , sidewalks and landscaping, shall be at the sole cost and expense of the Park District. The Park District agrees to maintain the shelter and the site in accordance with and in similar manner it maintains other shelter facilities within the Park District system.

6. Signage. The Kostos have requested and the Park District has agreed that it will work with the Kostos to develop an appropriate sign to be located at the shelter site, which shall comply with the Park District Policy for Naming Parks/Facilities.

7. Hold Harmless. The Park District agrees to hold the Kostos harmless from and against any and all claims that may arise as a result of the site preparation, the construction of the shelter and the use of the shelter as part of the Park District program. It is understood by and between the parties that the Kostos are making a cash contribution to the Park District up to a maximum of \$20,000.00 and any additional costs are to be the sole responsibility of the Park District. The Kostos shall have no liability for any additional costs or any damage to person or property resulting from the construction and/or later use of the shelter.

8. Construction. The Park District is solely responsible to develop the specifications, to procure bids for the site preparation, construction of the shelter and all site improvements.

9. Construction Schedule. The Park District and Kostos contemplate that the construction and site preparation will commence the Fall/Winter of 2021 and the shelter will be completed on or before May 15th, 2022.

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

11. Entire Agreement. This Agreement constitutes the entire and complete agreement between the Kostos 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 and the development of the shelter at Lindenwood Park. No change in the terms and conditions of this Agreement shall be enforceable unless in writing and duly executed by the Kostos.

12. 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, specifically it being understood the Park District will be commencing actions necessary to make final determinations on the site preparation and construction of the shelter.

13. 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.

14. Time is of the Essence. The parties expressly agree that time shall be of the essence in the performance of the parties under this Agreement.

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

Susan Kost

Michael Casper

THE FARGO PARK DISTRICT

By: _____
Vicki Dawson, President

By: _____
Dave Leker, Clerk



Tony Kost Shelter





MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Broc T. Lietz, Finance Director

RE: Agenda Item No. 7: Board to discuss and consider approval of 2022 Budget Adjustment – Island Park Pool Operations

On October 5, 2021, the Park Board Commissioners approved a motion to align the Island Park Pool replacement and renovation with the completion of the Island Park Master Plan. Timing for these items enables Island Park Pool to operate in the summer of 2022, with anticipated demolition to begin following pool closure in August 2022.

Separately, the Commissioners also approved the Fargo Park District Annual Budget for 2022. As presented, the 2022 budget had removed revenue and expenses associated with Island Park Pool in anticipation that replacement and renovation may be happening throughout fiscal 2022, rendering the pool non-operational for next season. As a result of the realignment of the Island Park Pool project, we need to make a budget adjustment for the 2022 annual budget to account for the operation of Island Park Pool and its corresponding concession operation next season.

The administration committed to making like item adjustments within the 2022 budget to account for Island Park Pool, thus, making no change to the overall bottom line of the budget. As administration looked for options within the budget, Dave Bietz introduced the option of postponing the Osgood Irrigation project, currently included in the 2022 budget, to either 2023 or 2024, completing the Osgood Sloughing repair project in 2022, allowing the district to maximize course availability while phasing the repairs at Osgood. This would free up \$400,000 in the 2022 budget. We would defer the difference in the Osgood Irrigation Project and Island Park Pool into a capital account for future use.

Island Park Pool Revenue Added	\$131,666
Island Park Concession Revenue Added	<u>14,520</u>
Total Revenue Added	\$146,186

Island Park Pool Expenses Added	\$312,084
Island Park Concession Expenses Added	12,300
Osgood Irrigation Project Expenses Reduced	(400,000)
Transfer to Capital Fund Added	<u>221,802</u>
Total Expenses & Transfer Added	\$146,186

This was reviewed at the October 27th Facilities Committee Meeting and the committee recommended bringing this to the full board for discussion and consideration of approval.

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

Thank you.

Sample Motion: I move to approve the 2022 Budget Adjustment as presented.



MEMORANDUM

DATE: November 4, 2021

TO: Fargo Park Board Commissioners

FROM: Broc T. Lietz, Finance Director

RE: Agenda Item No. 8 – Board to consider approval of Capital Projects Funding and Authorize Administration to work with Construction Manager to solicit bids for the Fargo Sports Complex

At the October 5th, 2021, board meeting, the Fargo Park Board passed a motion to *“approve the scope of the sports complex as presented and direct staff to continue fundraising efforts to complete the project and/or present alternative funding solutions to complete the project, if amount necessary to complete the project are not secured by the end of the 2023 budget cycle, the taxes collected for this project will be refunded to the taxpayers”*

Since the October board meeting, administration has been working to develop renewed fundraising efforts and additional options for funding 2 major capital projects beginning in the 2022 fiscal year. During this time, we have been informed that construction escalation is estimated to be 10% over the next year, potentially increasing the costs of these projects by \$8.4 million if neither has secured pricing until fall 2022.

To minimize construction escalation and secure a gross maximum price (GMP) on the Fargo Sports Complex in January 2022, saving an estimated \$7 million in construction costs, administration is proposing a new funding strategy as a bridge to securing additional private donations toward the Fargo Sports Complex.

The proposal identifies the estimated costs of 2 capital projects and a timeline for securing bids for the projects. The Fargo Sports Complex would secure a GMP in January 2022, estimated at \$78.6 million. The Island Pool would secure bids in July 2022, estimated at \$16.9 million. The total of the 2 projects is estimated at \$95.5 million.

Total resources available to date for these 2 projects equal \$78.5 million. Administration has identified an additional \$13.2 million through estimated 2021 general fund carryover and the ability to service additional debt, if necessary, without additional tax implications. That brings total funds available to \$91.7 million.

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

Fundraising efforts will be ongoing, to reduce the burden on public funds for these projects. The Fargo Park District and the Fargo Park District Foundation are working together with staff to coordinate a public announcement regarding the fundraising campaign, design additional options for securing private donations, and unveil the public portion of the capital campaign.

If you have additional questions, please contact me prior to the meeting.

Thank you.

Sample Motion: I move to approve the capital projects funding model as presented and authorize administration to work with the construction manager to solicit bids for the Fargo Sports Complex.

Capital Projects	FSC - Spring 2022 IPP - Fall 2022	FSC - Fall 2022 IPP - Fall 2022
Fargo Sports Complex	\$ 78,600,000.00	\$ 85,600,000.00
Island Park Pool	\$ 16,900,000.00	\$ 16,900,000.00
Total Capital Costs	\$ 95,500,000.00	\$ 102,500,000.00

Available Funds	
General Obligation Bonds	\$ 44,000,000.00
Park District Cash Reserves	\$ 11,000,000.00
Private Fundraising	\$ 23,521,000.00
Total Funds Available	\$ 78,521,000.00

Sports Complex	
Access Current Available Funds	\$ 78,521,000.00
Island Park Pool	
Fund Transfer of 12/31/21 Carryover	\$ 3,000,000.00
Debt Serviced by Special Projects Funds	\$ 10,200,000.00
Total	\$ 91,721,000.00

Total Capital Projects 2022	\$ 95,500,000.00
Total Funds Available	\$ 91,721,000.00

Funds Needed for Completion \$ 3,779,000.00

11/4/2021