



THE REGULAR MONTHLY MEETING OF THE BOARD OF COMMISSIONERS OF THE PARK DISTRICT OF THE CITY OF FARGO WILL BE HELD ON **TUESDAY, DECEMBER 12, 2023 AT 5:30 P.M.** IN THE BOARD ROOM OF THE PARK DISTRICT OFFICES AT 701 MAIN AVENUE, FARGO, WITH PRESIDENT JOE DEUTSCH, PRESIDING. **Please note:** This is an in-person event and streamed virtual. Members of the public and media can view the live meeting at www.fargoparks.com/news/park-board-meeting-december-agenda-2023

- A. Call to Order
- B. Approve Order of Agenda

Consent Agenda - approve the following:

- a. Minutes - November 14, 2023
- b. November Bills
- c. Reject bid from ServiceMaster Moline for Courts Plus Community Fitness Janitorial Services.
- d. Request from Fargo South High School for placement of a storage shed at the Tharaldson Little League Complex.
- e. Request to reallocate budgeted 2024 Capital Improvement Funds from Southwest Recreation Pool to Roger G. Gress Northside Pool.
- f. Award bid to Connect Interiors for the Furniture Package at the Fargo Parks Sports Center.
- g. Request to solicit bids for the 2024 Concrete Projects.
- h. Request to solicit request for the 2024 Playground Replacement Projects.

Regular Agenda

- 1. Recognition of Audience/Public Comments
- 2. Director's Report
- 3. Downtown Community Partnership Presentation, Rocky Schneider, presenter.
- 4. Board to consider for approval new lease for Rose Creek Restaurant; Carolyn Boutain, presenter.
- 5. Board to consider for approval request for 2024 Budget Adjustment; Broc Lietz, presenter.
- 6. Board to discuss next steps for Executive Director position; Commissioner Jerry Rostad, presenter.
- 7. Adjourn

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 NOVEMBER 14, 2023**

The regular monthly meeting of the Board of Commissioners of the Park District of the City of Fargo was held on Tuesday, November 14, 2023, at 5:30 p.m. at the Fargo Park District office at 701 Main Avenue, Fargo, North Dakota and via Restream. Present at the meeting were Commissioners Dawn Morgan, Aaron Hill, Joe Deutsch, Jerry Rostad and Vicki Dawson. Also present were: Dave Bietz, Susan Faus, Carolyn Boutain, Broc Lietz, and Brayden Harwood.

Approval of Agenda

Commissioner Dawn Morgan moved and Commissioner Vicki Dawson seconded a motion to approve the agenda. Upon call of the roll, the motion passed unanimously.

Approval of Consent Agenda

Commissioner Aaron Hill moved and Commissioner Vicki Dawson seconded a motion to approve the following actions on the consent agenda:

- (a) The minutes from October 3, 2023 meeting;
- (b) The October 2023 bills;
- (c) Red River Trail Memorandum of Understanding Agreement with the City of Fargo and the Bison Village Trail Memorandum of Understanding Agreement with the City of Fargo.
- (d) Permission to apply for a Major League Baseball-Major League Baseball Players Association (MLB-MLBPA) Youth Development Foundation Grant.
- (e) Second Addendum as it relates to the lift station at the North Softball Complex, as presented.
- (f) CC's 1st Addition Development Agreement for a cash payment in lieu of land for a park dedication from KLC Holding, LLC (Developer), as presented.
- (g) Contract for Services between the Fargo Public School District and Fargo Park District for the request to install a Storywalk near Madison Elementary School.
- (h) Adoption of Fargo Park District policy for compliance of the Title VI of the Civil Rights Act of 1964.
- (i) Award bid to Cougar Tree Services in the amount of \$76,612.00 for the 2024 Winter Tree Pruning.
- (j) Request to solicit for bids for 2024 Park District Equipment.
- (k) Request to solicit for bids for 2024 Park District Pickups.
- (l) Award bid to Nelson Auto Center for the Cab and Chassis 4x4 Truck 1.5-Ton in the amount of \$66,948.00 and for the Drop Side Truck Body Dump in the amount of \$34,999.00.
- (m) HR Policies-Holidays Policy No. 300, Funeral Leave Policy No. 250, Flexible Work Policy No. 159, Inclement Weather Policy No. 180, and Residency Policy No. 150.

Upon call of the roll, the motion passed unanimously.

Public Comments

Members of the public were afforded the opportunity to discuss issues with the Board.

Director's Report

Susan Faus presented on this matter and provided an informational update to the Board on the respective departments. No action was taken on this matter.

Department Update – IT

The IT Department gave an update to the Board. No action was taken on this matter.

Approval of Purchase Offer for Robert D. Johnson Building

Susan Faus presented this matter. It was noted that Cass County recently approved an offer to purchase the Robert D. Johnson Building from the Park District for \$825,000.00, contingent upon an inspection. It was noted that Cass County completed the inspection and desires to move forward with purchasing the building. It was noted that the Park District would need to continue to utilize its space within the building until the Fargo Sports Center is completed. It was noted that the Park District has been in communication with all the tenants in the building to keep them apprised of the situation.

Commissioner Dawn Morgan moved and Commissioner Vicki Dawson seconded the motion to approve the resolution approving the sale of the Robert D. Johnson Building to Cass County for \$825,000.00, as presented. 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 6:10 p.m.

Jeff Gunkelman, Kennelly Business Law, Clerk



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Kelly Kisell, Club Director

RE: Consent Agenda Item (c) – Reject bid from ServiceMaster Moline for Courts Plus Community Fitness Janitorial Services

On November 16, 2023, at 11:00, at the Fargo Park District offices. Attached please find the bid tab.

We received one bid from ServiceMaster Moline for a total weekly bid price of \$3,221.50, a monthly bid price of \$14,084.72, and with a deduction of (\$2,797.47) for holidays, the total annual bid price of \$167,389.14.

After review of the bid and 2023 ServiceMaster prices, staff recommends rejecting the bid from Service Master Moline due to increased cost, and lack of bidders.

It was recommended at the November 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda 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 reject the bid from ServiceMaster Moline for Courts Plus Community Fitness janitorial services, as presented.

Fargo Park District														
Janitorial Services for Courts Plus Community Fitness														
Bid Opening: 11:00 am, November 16, 2023														
		Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Total Weekly	Total Monthly	Holiday Deductions	Annual Cost
		Entrance Front Desk Area Weekly Total	Restrooms-6 Area Weekly Total	Locker Rooms-4 Area Weekly Total	Lounge, Rooms-4 Area Weekly Total	Training Area Area Weekly Total	Track Area Weekly Total	Child Watch Room & Restroom Area Weekly Total	*Playground Area Area Weekly Total	Party Rooms Area Weekly Total				
BIDDER														
ServiceMaster by Moline	\$246.50	\$365.50	\$484.50	\$365.50	\$68.00	\$603.50	\$246.50	\$595.00	\$246.50	\$3,221.50	\$14,084.72	(\$2,797.47)	\$167,389.14	
Exceptions - NONE														
<p>* ADDITIONAL ITEM - included in the total Annual Cost:</p> <p>Monthly Carpet Cleaning (Playground area) adds \$4,425/year to the total annual cost.</p> <p>If Courts Plus Community Fitness declines this service, the annual cost would need to be adjusted to \$162,964.14.</p> <p>If Courts Plus Communiy Fitness chooses to accept the carpet cleaning (Playground area) on a quarterly bases, the annual amount would decrease by \$2,950.00 at a rate of \$13,838.89,</p>														



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (d) – Request from Fargo South High School for placement of a storage shed on the Tharaldson Little League Complex

Fargo South High School is requesting permission to place an 8-foot x 12-foot storage shed at the Tharaldson Little League Complex for storage of softball equipment for practices and games. The Fargo South High School team is playing home games on the northeast field at the complex. Fargo South High School has agreed that it is their responsibility to maintain the storage shed.

It was recommended at the November 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to grant permission for Fargo South High School to place an 8-foot x 12-foot storage shed at the Tharaldson Little Complex for storage of softball equipment for practices and game, as presented.







MEMORANDUM

DATE: December 5, 2023

TO: Fargo Park Board Commissioners

FROM: Tony Schmitt, Park Director

RE: Consent Agenda Item (e) - Request to reallocate budgeted 2024 Capital Improvement Funds from Southwest Recreation Pool to Roger G. Gress Northside Pool

Staff is requesting the re-allocation of budgeted 2024 Capital Project funds to be re-allocated from the Southwest Recreation Pool to a project at Roger G. Gress Northside Pool.

It was determined after further study and investigation that the proposed 2024 filter and pump replacement project that was planned for the Southwest Recreational Pool is going to cost considerably more than the \$100,000 that was budgeted. We hope to complete this project in 2025 if budget allows.

The Roger G. Gress Northside pool project would consist of removing and replacing the two existing sand filters and the removal and replacement of the pool heater. This project is also a priority for the Park District to keep the Northside Pool operating efficiently.

It was recommended at the November 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda for consideration and approval.

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

Thank you.

Sample Motion: I make a motion to approve the reallocation of the budgeted Capital Improvement Funds from Southwest Recreation Pool to Roger G. Gress Northside Pool, as presented.



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager and Kali Mork, Fargo Parks Sports Center Director

RE: Consent Agenda Item (f) – Award bid to Connect Interiors for the Furniture Package at the Fargo Parks Sports Center

Bids for the Furniture Package at the Fargo Parks Sports Center were received and opened Thursday, November 16, 2023, at 2:00 p.m. at the Park District office. Attached to this memo is the bid tab and letter of recommendation from JLG Architects. The project received four bids, but only two bids were opened. The two bids rejected were deemed non-compliant.

The following items are a list of bid packages:

- Bid Package #1 Workstations, Private Offices, Tables to Connect Interiors
- Bid Package #2 Lounge to Connect Interiors
- Bid Package #3 Task, Side, and Stacking Chairs to Connect Interiors
- Bid Package #4 Community Room Round Tables to Connect Interiors
- Bid Package #5 Community Room Training Tables to Connect Interiors
- Bid Package #6 Seating to Connect Interiors
- Bid Package #7 Seating to Connect Interiors
- Bid Package #8 Seating to Connect Interiors

The following items are a list of bid alternates:

- Alternate #1 Task Chairs
- Alternate #2 Dual Monitor Arms
- Alternate #3 Enhanced Conference Chair
- Alternate #4 Enhanced Lounge Chair
- Alternate #5 Enhanced Lounge Sofa

The architectural estimate for the base bid total was \$1,090,000. Staff recommends we accept all bid packages and accept Alternate #2, Alternate #3, Alternate #4, and Alternate #5 from

Connect Interiors for a total of \$1,095,628.23 (\$1,020,550.47 Base Bid + \$75,077.76 Approved Alternates).

It was recommended at the November 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda 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 award the bid to Connect Interiors for the Furniture Package at the Fargo Parks Sports Center, as presented.

Fargo Sports Complex
 Furniture Package
 Fargo, ND
 JLG Project No. 16182

Contract: Furniture Package
 Bid Opening: November 16, 2023 at 2:00PM CT
 Owner: Fargo Parks

DESCRIPTION	Christiansons by Fluid (CBF)	Connect Interiors	REMARKS
Addenda Received (none issued)	X	X	
Bid Security Received	Yes	Yes	
BIDS (Low bids highlighted yellow)			
Bid Package No. 1 - Workstations, Private Offices, Tables	\$469,176.51	\$430,303.23	
Bid Package No. 2 - Lounge	\$407,850.43	\$385,656.69	
Bid Package No. 3 - Task, Side and Stacking Chairs	\$112,334.02	\$13,717.80	
Bid Package No. 4 - Community Room Round Tables	\$15,000.00	\$14,535.00	
Bid Package No. 5 - Community Room Training Tables	\$34,661.11	\$43,871.12	CBF bid an incorrect quantity. Connect Interiors has low unit price(s).
Bid Package No. 6 - Seating	\$519.15	\$32,193.82	CBF bid an incorrect quantity. Connect Interiors has low unit price(s).
Bid Package No. 7 - Seating	\$74,605.86	\$36,332.97	
Bid Package No. 8 - Seating	\$22,166.17	\$63,939.84	CBF bid an incorrect quantity. Connect Interiors has low unit price(s).
Alternate #1 - Task Chairs	\$987.45	\$853.76	
Alternate #2 - Dual Monitor Arms	\$514.66	\$309.37	
Alternate #3 - Enhanced Conference Chair	\$917.49	\$21,814.65	CBF bid an incorrect quantity. Connect Interiors has low unit price(s).
Alternate #4 - Enhanced Lounge Chair	\$3,383.28	\$3,684.80	
Alternate #5 - Enhanced Lounge Sofa	\$5,516.22	\$5,974.86	
Total Base	\$1,136,313.25	\$1,020,550.47	
Total w/ all Alternates	\$1,147,632.35	\$1,053,187.91	
BID REMARKS	<p>Two bids were rejected due to non-compliance with submission requirements.</p> <p>CBF has a line in their bid that reads "If Fluid is not awarded the full or a significant part of the project, we reserve the right to revise pricing based on project scope changes. OFS and Haworth will have a pricing increase January 2024 and has not been applied to the above pricing." In JLG's opinion this note deems this a non-compliant bid.</p>		



November 20, 2023

RE: Fargo Parks Sports Center
Furniture Package
Fargo, ND
JLG #16182

Board Members,

JLG recommends to award the Fargo Parks Sports Center District Furniture Package Bid Packages as follows:

- Bid Package #1 Workstations, Private Offices, Tables to Connect Interiors
- Bid Package #2 Lounge to Connect Interiors
- Bid Package #3 Task, Side, and Stacking Chairs to Connect Interiors
- Bid Package #4 Community Room Round Tables to Connect Interiors
- Bid Package #5 Community Room Training Tables to Connect Interiors
- Bid Package #6 Seating to Connect Interiors
- Bid Package #7 Seating to Connect Interiors
- Bid Package #8 Seating to Connect Interiors

If all bid packages are approved the total price will be \$1,020,550.47

Our reasons are as follows:

- They provided the low bid and or unit prices for their respective bid packs. We did take the time to review their bids and feel that what has been submitted meets the design intent of the project.
- They provided substitutions that are the same or similar to what was specified in the bid documents.
- The bid documents call out that we're able to award different packages to different vendors, however after bid review, Connect Interiors was the low bidder in all, so we recommend awarding entire project to them.

Alternate review (all prices are net add to base bid):

- Alternate #1 Task Chairs (recommend award to Connect Interiors)
 - To be located in all private offices and workstations
 - Qty 66 x \$853.76 = \$56,348.16
- Alternate #2 Dual Monitor Arms (recommend award to Connect Interiors)
 - To be located in all private offices and workstations
 - Qty 66 x \$309.37 = \$20,418.42
- Alternate #3 Enhanced Conference Chair (recommend award to Connect Interiors)

- Qty 27 x \$474.62 (delta between base bid and enhanced conference chair) = \$12,814.74
- Alternate #4 Enhanced Lounge Chair (recommend award to Connect Interiors)
 - Qty 20 x \$1,779.01 (delta between base bid and enhanced sofa) = \$35,580.20
 - Note: CBF was low bidder, but the line about revising pricing makes this unit price non-compliant
- Alternate #5 Enhanced Lounge Sofa (recommend award to Connect Interiors)
 - Qty 2 x \$3,132.20 (delta between base bid and enhanced sofa) = \$6,264.40
 - Note: CBF was low bidder, but the line about revising pricing makes this unit price non-compliant

If all alternates are approved the total price added to the project will be \$131,425.92, bringing the total price with the addition of the base bid to \$1,151,976.39.

Other bid remarks:

- We rejected two bids as they were deemed non-compliant. Reasons below.
 - Both bids did not comply with the furniture package instructions that require each bid to include a bid bond on the attached to the outside of the package.
 - We asked for this in the bid advertisement. The instruction for bidders had a graphic representation of how to submit the bid envelope. In addition, JLG alerted the bidders to this and explained that their bids would be rejected if these requirements were not met.
 - One bid did not have a return address on the outside of the package. It would be normal practice for the Park District to not open the bid package and send it back unopened to the bidder, but because they failed to include their information on the outside of the bid package, the package was opened to ascertain the name and mailing address of the sender.
 - We asked for this in the bid advertisement. The instruction for bidders had a graphic representation of how to submit the bid envelope. In addition, JLG alerted the bidders to this and explained that their bids would be rejected if these requirements were not met.

Should you have any questions, please reach out to us.

Sincerely,



Jessi Larson, NCIDQ, LEED AP, Senior Interior Designer
JLG Architects



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (g) – Request to solicit bids for the 2024 Concrete Projects

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to publicly the 2024 Concrete Projects. Funds for these projects are budgeted in 2024. Total estimated cost of the project is \$1,910,000.

2024 Concrete Project List Includes (depending on bids):

- Oak Grove Asphalt Trail Remove & Replacement
- Oak Grove Frisbee Golf Tee Boxes
- Brunsdale East Asphalt Trail Remove & Replacement
- Longfellow Asphalt Trail Remove & Replacement
- Tharaldson Little League Asphalt Pavement Remove & Replacement
- Pepsi Soccer Concrete Playground Border
- Brandt Crossing Dog Park Parking Lot
- Brunsdale 8u Concrete Pads and Dugouts

The project bid schedule will be determined at a later date with the plan of construction starting in the spring of 2024.

It was recommended at the November 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda 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 approve to solicit bids for the 2024 Concrete Projects, as presented.



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Tyler Kirchner, Project Manager

RE: Consent Agenda Item (h) – Request to solicit request for the 2024 Playground Replacement Projects

In alignment with our Procurement Policy, Policy No. 390, we are requesting permission to issue request for proposals for the 2024 Playground replacement projects. Funds for this project are budgeted in 2024. The total estimate for the replacement project is \$450,000. The list of playground replacements are as follows:

- Pepsi Soccer Complex Playground
- Trollwood North Playground
- Johnson Park Swing Set

The project bid schedule will be determined at a later date with the plan of construction starting in the late summer/fall of 2024.

It was recommended at the November 29, 2023, Facilities Committee Meeting to bring this to the full board on the Consent Agenda 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 to solicit request for proposals for the 2024 Playground Replacement Projects, as presented.



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Susan Faus, Interim Executive Director

RE: Agenda Item No. 3 – Downtown Community Partnership Presentation

At the Park Board Meeting on December 12, 2023, Rocky Schneider, Executive Director, of Downtown Community Partnership will share an overview of the Downtown Community Partnership and their partnership with the Fargo Park District.

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

Thank you.



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Carolyn Boutain, Community Relations Director

RE: Agenda Item No. 4 – Board to consider for approval new lease for Rose Creek Restaurant

At the November Facilities Committee meeting the staff asked to negotiate a lease with Up North Hospitality, LLC d/b/a CJs Tavern based on the draft proposal that they provided for operation of the Rose Creek Clubhouse restaurant, grill and beverage carts.

Attached is the latest draft of the lease agreement for the commissioners to review. Staff is asking for the board to consider approval of the lease.

The tenant proposes to provide operations at Rose Creek year-round and they would like to open in January 2024. This is contingent upon the tenant's ability to transfer the current liquor license to their ownership. This process has been started and may be awarded in December 2023.

Highlights of the proposed lease are listed below.

- 1) Specific hours expected during the golf season April 1- October 31. Tenant to notify us of plans to operate in the off season by September 30 annually.
- 2) The lease would provide the Tenant rental of the restaurant, grill, and banquet room.
- 3) Snow removal would be shared. The Park District would provide clearing of the parking lot and the tenant would be responsible for the walkways and entrances.
- 4) The rent proposed is 12% of gross sales less sales tax and tips in the first three years, with an escalation in years 4 and 5. The lease can be renewed for two additional terms of five years.
- 5) Cleaning of common areas would be the responsibility of the tenant with the Park District financially reimbursing the Tenant for hours billed during the golf season.
- 6) The tenants do not plan to make improvements to the restaurant or grill. Staff is working with them to discuss the current equipment needs including tables and chairs in the banquet area.

Negotiations regarding the equipment provided by the landowner are still in process. Any updates to the lease will be provided at the Board meeting.

If you have any questions, please feel free to contact me. Thank you.

Sample Motion: I make a motion to approve the new lease for the restaurant at Rose Creek Public Golf Course as presented.

Susan Faus, Interim Executive Director
PARK COMMISSIONERS – Vicki Dawson * Joe Deutsch * Aaron Hill * Dawn Morgan * Jerry Rostad
Clerk-Jeff Gunkelman

LEASE

This **LEASE** is effective the ____ day of January, 2024, by and between **Park District of the City of Fargo**, 701 Main Avenue, Fargo, North Dakota 58103 ("Landlord"), and **Up North Hospitality, LLC d/b/a CJ's Tavern**, a North Dakota limited liability company whose post office address is 201 5th Street North, Suite 1600, Fargo ND 58102 ("Tenant"), and **Jordan Erpelding**, an individual whose post office address is _____, and **Cody Townsend**, an individual whose post office address is _____ (**Jordan and Cody collectively** are "Guarantor").

Whereas, Landlord is the owner of the Rose Creek golf course, including the grounds, buildings, parking lot and all exterior improvements;

Whereas, Tenant desires to lease a portion of the main clubhouse for purposes of operating a bar and restaurant;

Whereas, each party recognizes that the success of its operation is, in part, dependent on the successful operation of the other, in that a successful golf course operation will enhance the prospect for a successful food and beverage business for Tenant; and that Tenant's food and beverage operation will enhance the golfing experience for patrons of the golf course; and

Whereas, the parties acknowledge that they will have to cooperate in jointly using areas surrounding the building, including golf course staging areas and the parking lot, doing their best to address such matters in this Lease.

For and in consideration of the recitals herein reserved and the conditions, covenants and agreements herein contained, to be kept, observed and performed by Tenant, Landlord does hereby lease to Tenant the Leased Premises as described in Paragraph 1 below.

1. Leased Premises. Restaurant, bar, kitchen, and kiosk facilities, and banquet area consisting of the ground and second levels, all as shown on Exhibit "1" attached, effectively the entire building less the common areas and pro shop area ("Leased Premises"), all in the building owned by the Landlord and located at 1500 Rose Creek Parkway South, Fargo, North Dakota 58104 ("Building" or "Clubhouse"). The golf staging area to the west of the building is for the primary use of the Landlord and its golf course operation. To accommodate the Tenant's support of the golf course operation, Tenant may be using the staging area at various times in consultation with the Landlord's golf pro. The site plan is attached as Exhibit 1-B and is intended to also describe the locations of dumpsters, delivery access routes, and similar use areas.

1.1. Tenant shall be responsible for paying the costs of any additional "fit up" of the Leased Premises as it deems necessary, all subject to the approval of the Landlord, which approval will not be unreasonably withheld. Any and all such "fit up" shall be included in floor plans and spec terms on Exhibits "1.1-A" attached and Exhibit "1.1-B", if needed, which may be included following the execution of this Lease. The Tenant will contract for its "fit up" and pay for the same. Tenant will be

responsible for all costs associated with its "fit up." "Fit up" is intended to cover the Tenant's interior signage, task lighting or such other items that may be specifically related to the Tenant's use of the Leased Premises. All Tenant fit up, except signage, will inure to the Landlord on termination of the Lease. The parties agree to share information regarding "fit-up" on a timely basis. The Tenant accepts the Leased Premises "AS IS" as later herein described.

- 1.2. Notwithstanding the above, Landlord shall be generally responsible for providing an electrical power system and an HVAC system throughout the Leased Premises, to include the maintenance, repair and replacement of equipment related thereto, as provided in Paragraph 15 below. The payment of utilities and common area expenses related to such systems and the operation of the Building is described in Paragraph 11 below.
- 1.3. Landlord and Tenant specifically acknowledge and agree that Tenant shall, at its own expense, design, coordinate the installation of and pay for all telephone, computer and all other data cabling within the Leased Premises and any security systems and alarms related to the Tenant's business, all as desired or required by Tenant for its business purposes, to the extent such wiring is not already available on site.
- 1.4. This Lease shall also include the leasing of the Landlord's personal property described on Exhibit "1.4" currently on site related to the food and business operation, to include all current kitchen equipment, tables, chairs, flatware, glassware and silverware owned by Landlord. Landlord shall be responsible for maintaining, repairing and replacing such items as provided in Paragraph 15 below. Tenant accepts such personal property "AS IS" and later herein described.

2. Common Areas and Expenses.

- 2.1. Area Included. Tenant and its invitees shall have the use in common with others of parking areas, sidewalks, walkways, hallways and public restrooms also shown on Exhibit "1," and all other common areas and facilities (collectively "common areas") which are now or in the future a part of the Building, subject to reasonable rules and regulations for use prescribed by Landlord.
- 2.2. Maintenance and Expenses. Generally, except where otherwise stated herein, Landlord shall be responsible to maintain the common areas in good order and condition, including the public restrooms, and will keep the common areas well lighted during normal business hours. Included in the common area expenses to maintain and service the Building and parking lot shall be, but is not limited to, the following: utilities for the parking lot and Building, maintenance of the common areas and periodic exterior window cleaning. Landlord will be solely responsible

for landscaping and yard care around the Building and maintenance and repair of the staging area to the east of the Building. Landlord will remove snow in the parking lot at the level of its regular standards of operation in the event Tenant elects to be open for business during the non-golf season.

2.2.1. *Golf Season Responsibilities.* During the golf season, Tenant will keep the walkways free of snow and ice. Any other debris and obstructions in the walkways shall be removed by the Landlord. Tenant shall be responsible for cleaning and maintaining the Common Areas and Common Area restrooms, however, Landlord shall be financially responsible for paying for the cleaning of the Common Area and Common Area Restrooms.

2.2.2. *Golf Offseason Responsibilities.* During the golf offseason, Tenant will keep the walkways free of snow and ice. Any other debris and obstructions in the walkways shall be removed by the Landlord. Tenant shall be responsible for cleaning and maintaining the Common Areas and Common Area restrooms, and Tenant shall be financially responsible for paying for the cleaning of the Common Area and Common Area Restroom.

3. Use. Tenant shall occupy and use the Leased Premises solely for the purposes of a restaurant to provide a food and beverage service in south Fargo and to support the Rose Creek Public Golf Course. This Lease is contingent on Tenant procuring the appropriate liquor and food licenses to provide the services herein described and contemplated by the Landlord.

3.1. Tenant agrees to operate in three (3) fashions: (1) a bar and restaurant on the 2nd floor of the Clubhouse; (2) a kiosk for quick services on the main floor of the Clubhouse; and (3) beverage carts on the golf course (collectively the "Services"). Tenant is obligated to operate the Services from April 1 through at least October 31 (the "Golf Season") of each year of Term of the Lease, which is roughly the equivalent of the golf season every year. The Tenant shall have the right, but not the obligation, to operate the restaurant during the Golf Offseason at its own election.

3.1.1. The parties understand and acknowledge that the weather is often unpredictable and that the Golf Season may be shorter or longer than contemplated above in any given year. In the event inclement weather causes a delay in the opening of the golf course, or alternatively, closure of the golf course prior to the end of the regular Golf Season, Tenant and the Landlord's golf professional at Rose Creek shall negotiate modified operating hours in good faith. Similarly, in the event of cooperative weather that allows the golf course to open earlier than April 1 or stay open later than October 31 of a Golf Season, Tenant and the Landlord's golf

professional at Rose Creek shall negotiate modified operating hours in good faith.

- 3.2. Tenant shall be responsible to provide prompt, courteous and consistent food and beverage services at the Clubhouse for the benefit of the Rose Creek Public Golf Course. It will provide quality food and beverages at reasonable prices. Pricing for food, room rentals and related services for special events shall not depend on or change because a special event does or does not have alcohol sales associated with the event ("dual pricing is prohibited").
- 3.3. The Leased Premises shall be used for food and beverage service and any other reasonably related uses and shall be used for no other purpose and by no other persons without written consent of Landlord. The providing of food and beverage service at the Clubhouse shall be exclusive to Tenant. Landlord and Tenant acknowledge that there may be certain future tournaments or activities in which the tournament or event sponsor may provide limited food or beverage services on the course or grounds, but not inside the Clubhouse, that will be in addition to Tenant's services. In the event such tournaments or events are scheduled, Landlord and Tenant agree to negotiate the terms and conditions of such limited food or beverage services in good faith.
 - 3.3.1. Tenant and Landlord may work together in good faith for the pro shop at the Clubhouse to sell Tenant's food and beverage within the pro shop and how the parties will properly account for such sales on a monthly basis.
- 3.4. In addition to the customary food and beverage services that are to be provided by Tenant to the customers of Rose Creek Public Golf Course during the golf season, it is understood that the Tenant's intentions are to run a full-service restaurant during the Golf Season, to include but not be limited to a full food and beverage service for the general public, wedding rehearsal dinners, receptions, group luncheons or a Sunday breakfast buffet. Tenant will provide alternate services, appropriately staffed, for the users of the golf course if a special event is held in the Clubhouse.
- 3.5. Landlord has entered into a concession agreement with a local company ("Beverage Concessionaire") granting the Beverage Concessionaire an exclusive concession for furnishing for sale on Landlord's property and in Landlord's buildings of canned and bottled drinks and other non-alcoholic beverages customarily dispensed from vending machines, coolers and portable dispensing facilities. Tenant's rights under this Lease shall be subject to and in accordance with the exclusive Concession Agreement between Landlord and Beverage Concessionaire. Tenant acknowledges and agrees that it will provide exclusively those products listed in the Landlord's beverage contract so as to allow Landlord to be in full compliance with its current

or later awarded beverage contract. A copy of such contract is attached hereto as Exhibit "3.5".

4. Term. The initial term of this Lease shall be for five (5) years beginning on or about January 1, 2024, and ending on approximately December 31, 2028.
 - 4.1. Provided Tenant has complied with all the terms and conditions of this Lease, Tenant shall have two (2) renewal options of five (5) years each from and after the original term, by giving to Landlord written notice of the exercise of such option at least ninety (90) days prior to the expiration of the original term and any renewal term. If one or more of the options are exercised, this Lease shall be extended on the same terms and conditions as for the original term.

5. Rent. Tenant shall pay to the Landlord, at its office or such other place designated by the Landlord, without deduction or setoff whatsoever, monthly rent as follows:
 - 5.1. Rent shall be paid in monthly in arrears based on the previous month's sales. From January 1, 2024, through December 31, 2026, monthly rent shall equal 12% of Tenant's gross sales from all of Tenant's operations at the Leased Premises. From January 1, 2027, through December 31, 2027, monthly rent shall equal 13.5% of Tenant's gross sales from all of Tenant's operations at the Leased Premises. From January 1, 2028 through December 31, 2028, and for all years during any renewal terms, monthly rent shall equal 15% of the Tenant's gross sales from all of Tenant's operations at the Leased Premises.
 - 5.2. Payment shall be made by the 15th day of each month for the preceding month's rent (i.e. April rent shall be due on or before May 15th of each year based on Tenant's gross sales from April).
 - 5.3. Tenant shall furnish to Landlord a statement in writing, showing the total gross sales made in, upon or from the Leased Premises no later than the 10th day of each calendar month that this Lease remains in effect. Tenant shall pay to Landlord a sum equal to the above-stated percentages of the total month gross sales on or before the 15th day of each month. If the due date for any written statement, report, or rental payment falls on a Saturday, Sunday, or legal holiday on which the Landlord's offices are closed, the written statement, report, or rental payment, as the case may be, shall be due on the next day that is not a Saturday, Sunday, or legal holiday on which the Landlord's offices are closed.
 - 5.4. The term "gross sales" as used in this Agreement shall include the entire gross receipts, less sales taxes applied to such sales, of every kind and nature from sales and services made in, upon or from the Leased Premises, whether upon credit or for cash, including the sales of a concessionaire that Tenant may have brought on

the Leased Premises for a special event and including amounts charged for admission to any special event. Sales upon credit, whether personal credit or credit card, shall be deemed cash sales and shall be included in the gross sales from the monthly period in which the goods were delivered to the customer, whether or not Tenant has collected such sum. Gross sales shall not include tips to Tenant's employees. Gross sales shall not include revenue from gaming rental.

- 5.5. Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both from cash and on credit. Landlord, or its agents and employees, shall have the right at reasonable times, during regular business hours, to examine and inspect the books and records of Tenant, including any sales tax reports and income tax returns pertaining to the business of the Tenants conducted in, upon and from the Leased Premises.
- 5.6. Rent shall be considered delinquent if not paid within three (3) days of the due date and Landlord shall receive a late payment charge of 5% of the delinquent payment for rent. Rent, plus the late payment charge, not paid within seven (7) days of the due date shall accrue interest at the rate of 9% per annum.
6. Security Deposit. On or prior Tenant opening for business or February 1, 2024, whichever is earlier, Tenant will deposit with Landlord the sum of Seven Thousand Five Hundred Dollars (\$7,500.00). This deposit shall be held by Landlord without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by said Tenant during the term hereof. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option, appropriate and apply any portion of the security deposit to the payment of any such overdue rent or other sum. Also, Landlord at its option may appropriate and apply all or part of the security deposit, as necessary, to compensate Landlord for loss or damage sustained or suffered by it due to any breach, default, or neglect of Tenant to keep and perform any of the terms, covenants and conditions of this Lease. Should the entire deposit, or any portion be appropriated and applied by Landlord as provided herein, then Tenant shall, upon written demand, pay to Landlord a sufficient amount in cash to restore the security deposit to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all said terms, covenants and conditions and promptly pay all the rental as it falls due, and all other sums payable by Tenant to Landlord under this Lease, the security deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon its earlier termination as provided herein.
7. Hours of Operation. During the Golf Season, Tenant shall, at a minimum, maintain the following hours for each of Tenant's Services:

7.1. Bar and Restaurant at the Clubhouse:

Monday-Sunday 11:00AM – 8:00PM

7.2. Kiosk at the Clubhouse and Beverage Carts:

During the months of April (or when the course opens for the season) and October, Tenant agrees that the Kiosk will be open for the following hours:

Monday – Sunday 10:00AM– Sunset

Tenant agrees that the Beverage Cart(s) will be available as Tenant feels there is a need.

During the months of May through September, Tenant agrees that the Kiosk will be open before or beginning at the following hours:

Monday-Sunday 8:00am-Sunset.

Tenant agrees that the Beverage Cart(s) will be open and available before or beginning at the following hours:

Monday-Friday 11:00am-Sunset and Saturday-Sunday 9:00am-Sunset.

- 7.3. Tenant has the unilateral authority to expand the hours beyond those listed in Sections 7.1 and 7.2.
- 7.4. Tenant shall not be obligated to operate the Kiosk at the Clubhouse or the Beverage Carts on days which the Golf Course is closed due to inclement weather.
- 7.5. While it is anticipated that Tenant will establish regular hours of business for the Bar and Restaurant on the Leased Premises during the Golf Offseason, Tenant is not obligated to be open for regular business during the Golf Offseason. Tenant shall provide notice to Landlord of Tenant's intention to be open during the Golf Offseason on or before September 30 of each year during the Term.
8. Real Estate Taxes. Landlord shall pay all real estate taxes that may be assessed arising out of Tenant's use and occupancy of the Leased Premises. Landlord will be solely responsible for any special assessments levied against the Leased Premises.
9. Insurance. Landlord, at its expense, shall carry fire and extended coverage insurance upon the Building and the Landlord's fixtures and personal property located on the Leased Premises.

- 9.1. Tenant, at its expense, shall keep in force public liability insurance for bodily injury and property damage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, with the Landlord named as an additional insured. Tenant shall also maintain fire legal liability insurance with coverage in such reasonable amounts as may be determined by Landlord on Tenant's personal property located in and on the Leased Premises. Tenant shall also cause to be carried liquor liability or dram shop insurance of at least \$1,000,000. Copies of insurance policies or certificates of insurance shall be delivered to Landlord, if requested by Landlord. All policies shall require the insurance company to notify Landlord in writing at least twenty (20) days prior to any cancellation of the insurance and that no act or omission of others shall avoid coverage as to Landlord.
 - 9.1.1. It is anticipated that Tenant will use golf carts owned by Landlord for beverage cart purposes and/or hauling of garbage and supplies. Tenant agrees to insure its use of Landlord's golf carts, including public liability insurance for bodily injury and property damage with the limits described in Section 9.1 and to list Landlord as an additional insured.
10. Waiver of Subrogation. The parties release each other from all claims for recovery for any loss or damage to any of its property which is insured under an insurance policy to the extent of any recovery collectible under the insurance. This release and waiver shall apply only when permitted by the applicable insurance policy.
11. Utilities. Each party shall pay for its own telephone, cable television and internet connections servicing their respective areas. Landlord shall pay for all fuel, electricity, gas, oil, water and other utilities used in the Building.
12. Damage or Destruction. If the Leased Premises shall be partially or totally damaged by fire, tornado, or other casualty, Tenant shall immediately give notice thereof to Landlord. Receipt of notice by Landlord shall be the starting date for the time required in these paragraphs. Landlord, in its sole discretion, shall decide whether or not the Leased Premises shall be rebuilt. If Tenant's business is substantially interfered with, the proportionate part of the rent shall be abated until the Leased Premises are rebuilt.
 - 12.1. If the Building and/or the Leased Premises shall be so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) days from the date of written notification by Tenant to Landlord of the happening of the damage, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification.
 - 12.2. If the Building or other improvements situated on the Leased Premises should be damaged by fire, tornado, or other casualty, but to the extent that rebuilding or repairs can be reasonably completed within one hundred eighty (180) days from the

date of written notification by Tenant to Landlord of the occurrence of the damage, this Lease shall not be terminated. If Landlord repairs or rebuilds after damage, Landlord's obligation shall be limited to rebuilding or restoring the Leased Premises to substantially the same condition as prior to the damage and limited to the amount of insurance available to Landlord. Tenant shall be obligated to fully repair or replace all its exterior and interior signs, trade fixtures, furniture, equipment, display cases, decorations and other personal property and improvements originally installed by Tenant at its expense. If the Building and/or the Leased Premises are untenable in whole or in part following the damage contemplated herein, the rent payable hereunder, Tenant's common area maintenance obligations hereunder, and Tenant's obligations to pay its share of the utilities during the period in which the Leased Premises are untenable shall all be pro-rated accordingly. In the event that Landlord shall fail to complete such rebuilding or repairs within one hundred eighty (180) days from the date of written notification by Tenant to Landlord of the happening of the damage, Tenant may, at its option, terminate the Lease by written notification at such time to Landlord, whereupon all rights and obligations hereunder shall cease.

13. Condemnation. If any part of the Leased Premises are taken over or condemned for a public or quasi-public use and a part remains which is suitable of occupancy hereunder, this Lease shall, as to the parts so taken, terminate on the date title shall vest in the condemnor and rent payable shall be adjusted so Tenant shall pay only that portion of the rent as the value of the part remaining bears to the value of the entire Leased Premises at the date of condemnation. However, Landlord shall have the option to terminate this Lease as of the date when title to the part condemned vests in the condemnor. If all of the Leased Premises or a part thereof be taken or condemned so that there does not remain a portion suitable for occupancy hereunder, this Lease shall terminate.
14. Assignment. Tenant shall not assign, sublet or mortgage this Lease or any rights hereunder without the prior written consent of Landlord. An assignment includes a change of control in the ownership of the Tenant. If assignment or subletting is permitted, Tenant shall continue to be liable for the rent and performance of all covenants in the Lease. Neither this Lease nor any right hereunder shall be assignable by operation of law, including bankruptcy or other law relating to debtors, and no trustee, receiver, sheriff, creditor or purchaser at judicial sale, or any officer of any court shall acquire any right under this Lease or to the possession or use of the Leased Premises or any part thereof without the prior written consent of Landlord. If this Lease or the Leased Premises or any interest therein is levied on by any legal process against Tenant which shall be allowed to remain thereon for a period of twelve (12) days, it shall, at the option of Landlord, cause a termination of the Lease.
15. Repair and Maintenance. Landlord shall keep the foundations, exterior walls and roof of the Building in good repair and shall keep the HVAC, plumbing and electrical systems

servicing the Building in good repair. Landlord shall be solely responsible for costs associated with the repair and maintenance of the parking lot, including resurfacing and restriping, parking lot lights and walkways leading directly from the parking lot to the building and the staging area to the east of the building.

- 15.1. Tenant shall be responsible for janitorial services for the Leased Premises and for the Common Area entrance during the Golf Offseason as described in Section 2.2. Tenant shall be responsible for the cost of maintaining the kitchen exhaust system at the Leased Premises, including but not limited to regular cleaning, and routine and preventive maintenance, which shall be done at least quarterly. Tenant shall be responsible for nominal maintenance and to the Lease Premises and the Landlord's personal property and equipment leased by Tenant, unless such repairs are necessitated by systems in which the Landlord has the obligation of maintaining and repairing. Nominal maintenance and repairs shall be defined as any maintenance and repairs costing less than \$500.00. Repairs to the common areas necessitated by the negligent or willful conduct of Tenant, its employees, or its customers are the responsibility of the Tenant.
- 15.2. The Leased Premises shall not be altered, repaired or changed without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All expenses of redecorating during the term are the responsibility of the Tenant.
- 15.3. Tenant and Landlord shall work together in good faith to set forth an annual replacement plan for Landlord's personal property and equipment as outlined in Section 1.4 and Exhibit 1.4, which generally shall be Landlord's responsibility. Tenant shall use and operate Landlord's personal property and equipment in a professional manner consistent with other restaurant and bar operators. Tenant be responsible for any maintenance or replacement of personal property or equipment on Exhibit 1.4 that is caused by the negligent or intentional acts of Tenant. Notwithstanding the preceding, Tenant shall be responsible to replace all dishware and glassware at Tenant's sole expense during the term of the Lease.
16. "As Is" Acceptance by Tenant. Except as otherwise stated herein that Landlord will provide repairs or replacements, Tenant accepts the Premises in the condition in which they now are, "AS IS", "WHERE IS" and "WITH ALL FAULTS" and with all defects and deficiencies, whether patent or latent. Tenant assumes all risks related to the condition of the Premises, including those risks posed by all such defects and deficiencies, from and after the date of this Lease.
17. Charitable Gaming. Tenant is under no obligation to offer charitable gaming at the Leased Premises. In the event that Tenant does elect to offer charitable gaming, the Fargo Park District Foundation shall have the right of first refusal to offer charitable gaming operations, whether it is the Foundation directly or through a partner of the Foundation. The Fargo

Park District Foundation shall have the right to decide the kinds of games that are offered. Tenant shall notify the Landlord if it intends to offer charitable gaming operations. This right shall renew on a year-to-year basis.

18. Indemnity. Tenant shall defend, indemnify and hold Landlord harmless and free from all liability and claims for damages by reason of any injury to any persons, including Tenant, or property, including Tenant's, occurring because of Tenant's negligence or occupation of the Leased Premises and Tenant's operation of the beverage carts and golf carts outside of the Leased Premises. Tenant shall defend, indemnify and save Landlord harmless from all liability, loss, costs, reasonable attorney's fees and obligations arising out of such liability and claims.

In like manner, Landlord shall defend, indemnify and hold Tenant harmless and free from all liability and claims for damages by reason of any injury to any persons, including Landlord, or property, including Landlord's, occurring because of Landlord's negligence or its obligations to maintain the common areas under this Agreement. Landlord shall indemnify and save Tenant harmless from all liability, loss, costs, reasonable attorney's fees and obligations arising out of such liability and claims.

19. Landlord's Access. Landlord may enter upon the Leased Premises at any reasonable time to inspect and to make reasonable changes, alterations or repairs which Landlord may desire to the Leased Premises or the building in which the Leased Premises are situated. Landlord shall have the right to post any notice provided for by law or otherwise to protect any and all rights of Landlord, all without liability against Landlord unless Landlord shall unreasonably interfere with Tenant's business, nor shall Tenant be entitled to any abatement of rent by reason of the exercise by Landlord of any rights hereunder.

20. Notices. Any notice required or desired to be given by either party shall be deemed given if left at the address or deposited in the United States Post Office for certified mail, return receipt requested, postage prepaid, at its address stated in this Lease or at such other place as the party may designate in writing. For purposes of Notice, the addresses of the parties shall be:

If to Landlord:	Fargo Park District Attn: Executive Director 701 Main Ave Fargo, ND 58103
With copy to:	Kennelly Business Law Attn: Jeff Gunkelman 1213 NP Ave, Suite 301 Fargo, ND 58102 jeff@kennellybusinesslaw.com

If to Tenant:	Up North Hospitality, LLC d/b/a CJ's Tavern 201 5th Street North, Suite 1600 Fargo ND 58102
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21. Naming and Rights. Tenant may, at its own expense, install signs on the interior of the Leased Premises, such signage being subject to the Landlord's approval, which approval shall not be unreasonably withheld. No signs shall be erected on the outside of the Leased Premises without the written consent of the Landlord. Landlord will provide space on the marquee sign for the golf facility located on University Street. The Tenant's signage on the marquee sign will be subject to the approval of the Landlord, which approval will not be unreasonably withheld. All expenses for the signage and installation of such signage shall be the sole responsibility of the Tenant.
22. Parking. Both the Landlord and the Tenant may designate two (2) parking spaces to be exclusively used by such party. All other parking spaces in the parking lot located to the south of the Building are designated as common area parking and there are no specified or designated parking spaces available to Tenant for its customers or other visitors to the Tenant's restaurant/bar. Landlord and Tenant will establish parking rules/areas for employees of the Landlord and Tenant. Neither party will store or otherwise allow vehicles to be parked for extended periods of time in the common parking area. The parties acknowledge the need for a relatively clear parking lot to accomplish snow removal and other maintenance required by under this Lease.
23. Quiet Possession. Tenant, upon paying the rent and performing the agreements of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises for the specified term.
24. Liens. Tenant shall not permit any construction or other lien to stand against Landlord's properly arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant gives Landlord security required by Landlord to ensure payment or prevent any forfeiture of the property. Tenant shall have all liens released or judgments satisfied at Tenant's expense.
25. Subordination. Landlord may subordinate this Lease to existing or future mortgages on the Leased Premises. Tenant shall execute and deliver any instrument necessary to effectuate the subordination; however, each mortgagee shall agree that this Lease will remain in full force and effect as to Tenant upon foreclosure of any mortgage, provided Tenant shall not be in default under this Lease.
26. Operation. Except as otherwise provided in this Lease during non-Golf Season, Tenant shall not abandon or vacate the Leased Premises and Tenant shall operate the Leased

Premises during the entire term of the Lease unless prevented from doing so by fire, windstorm or other casualty.

27. Requirements of Public Authority. Tenant shall comply with all covenants and restrictions of record, and all laws, ordinances and regulations of governmental authority which affect the Leased Premises, building, improvements, business or use thereof. Tenant shall obtain, at its own expense, all licenses and permits necessary for Tenant's business.

28. Default. If Tenant shall fail to pay the rent when due or default in any provisions of this Lease, or if Tenant shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency, Landlord may, at its election, give notice to Tenant in writing specifying the default. Tenant shall have five (5) business days after notice is sent to cure any default arising out of its failure to pay rent, shall have five (5) business days after a notice is sent to cure any default for failing to operate under the agreed upon hours in Article 7, and shall have thirty (30) days after notice is sent to cure any other default. If default continues thereafter, Landlord may declare the term ended and re-enter the Leased Premises without a forfeiture of rents to become due hereunder, either with or without process of law, and to expel the Tenant and all persons on the Leased Premises, using force as may be necessary to repossess and enjoy the Leased Premises without prejudice to any other remedy which might be available. Landlord may re-rent at a price and terms as Landlord determines, and receive the rent applying it to payment of the rent due under this Lease, after all expenses of re-rental, including advertising, rental commissions, decorating, repairs and maintenance. Tenant shall pay any deficiency and remain liable for failure to comply with all terms and conditions of the Lease. Landlord may, but is not obligated to, make payments or to keep covenants required of Tenant under this Lease. All expenses of Landlord in so doing shall be additional rent and paid by Tenant to Landlord. All of Landlord's remedies are cumulative and pursuit of any remedy shall not be an election of remedies. Landlord shall have all remedies allowed by law and this Lease.

If Landlord is in default under this Lease, Landlord shall have a reasonable time to cure the default after written notice specifying the default to Landlord by Tenant.

28.1 Notwithstanding anything to the contrary, in the event of a third (3rd) default for failing operate under the agreed upon hours in Article 7 within one Golf Season which Landlord provides notice of default to Tenant under this Section on the first two defaults, Landlord may terminate the Lease without providing Tenant an opportunity to cure upon the third such default. Landlord may elect to wait to terminate the Lease until the end of a Golf Season for three such failures to operate under the agreed upon hours. Waiting to terminate this Agreement until the end of a Golf Season shall not constitute a waiver by Landlord of Tenant's breach or a waiver of Landlord's rights to terminate.

29. Nonwaiver. No waiver by a party of any breach by the other of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other shall not be a waiver of its rights or remedies with respect to the breach, or the required time of payment of rent or performance of a party's obligations.
30. Holding Over. If Tenant shall continue to occupy the Leased Premises after termination of this Lease, such occupancy shall create a tenancy at will only and shall not be a renewal of this Lease. Tenant shall pay rent for the Leased Premises during any holding- over period at a rate equal to one hundred ten percent (110%) of the last month's rent payable under the contracted term of this Lease.
31. Surrender. At the termination of this Lease for any reason, Tenant shall quit and surrender the Leased Premises in as good condition as when received, reasonable wear and tear or causes beyond Tenant's control excepted. Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.
32. Obligation of Parties. The agreements in this Lease shall be binding upon and enforceable by the parties, their heirs, representatives, successors and assigns.
33. Relationship of Parties. Nothing contained in this Lease or any act or omission of the parties shall be construed to create a relationship of principal and agent, partnership, joint venture or association or any relationship between the parties other than the relationship of Landlord and Tenant.
34. Governing Law. This Lease covers property in North Dakota and shall be construed according to North Dakota law. Invalidity of any provision of this Lease shall not affect the validity of any other provision.

Tenant:

Up North Hospitality, LLC d/b/a CJ's Tavern

By: _____

Its: _____

Landlord:

Park District of the City of Fargo

By: Dr. Joe Deutsch
Its: President

Guaranty

The undersigned, for and in consideration of the above lease, hereby guarantees the full and prompt performance when due of any and all the Tenant's obligations under the above-described Lease, including the payment of all rent and other financial obligations of the Tenant to the Landlord. This is an absolute and continuing guaranty and no release or discharge of the Tenant or other party obligated under the Lease will effect a discharge of the undersigned's obligations hereunder.

Dated: _____

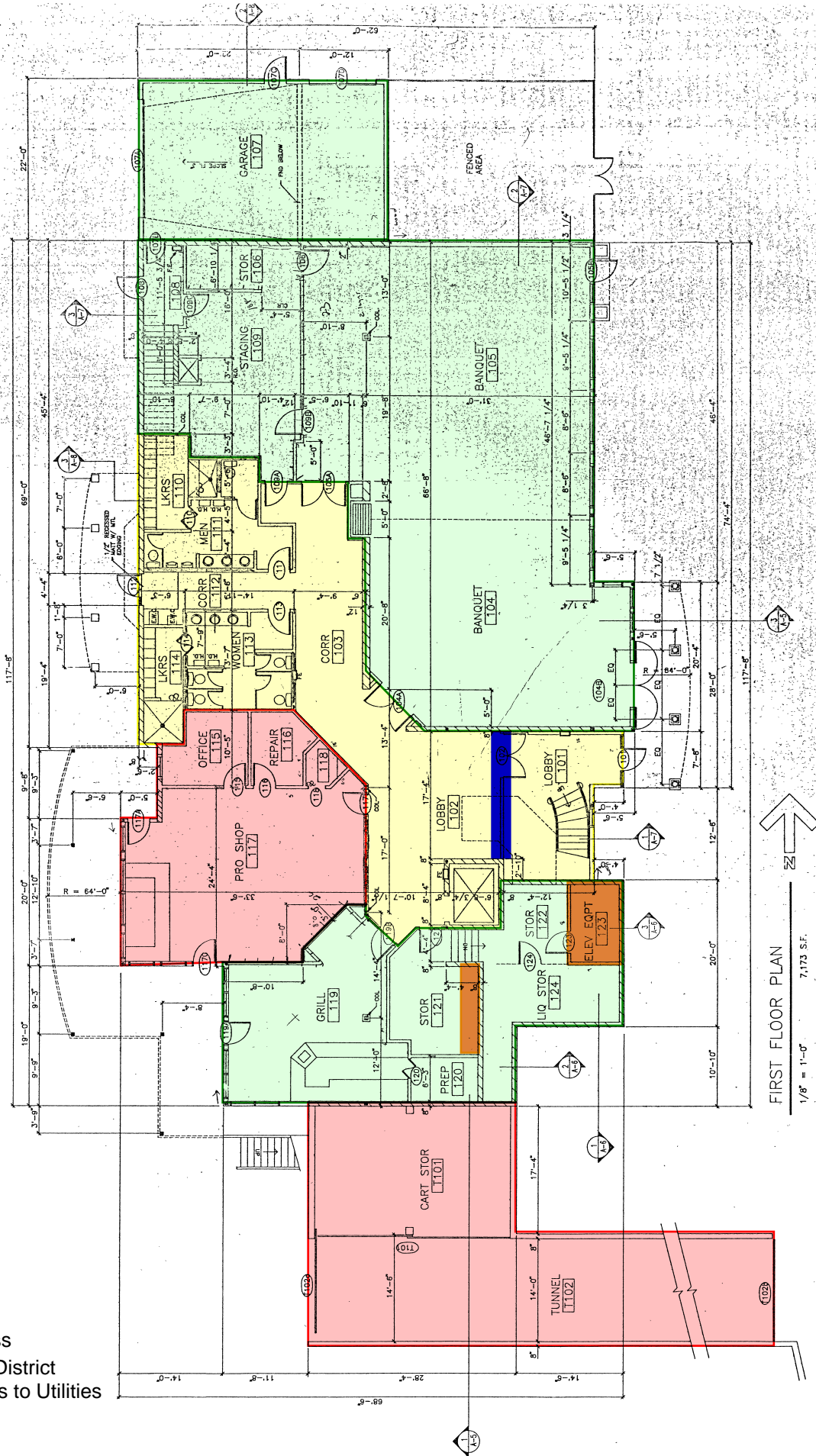
Jordan Erpelding

Dated: _____

Cody Townsend

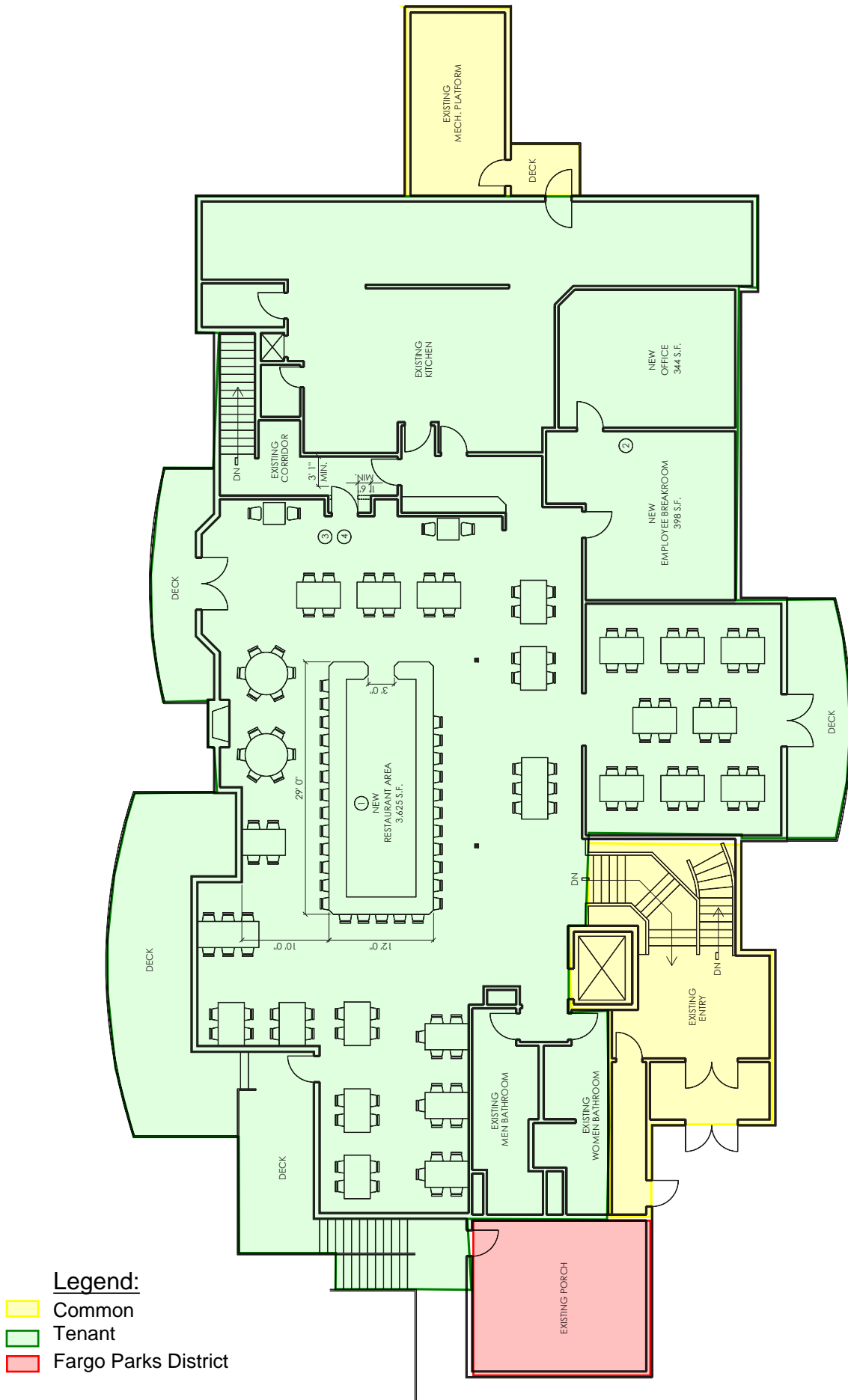
Exhibit 1 Leased Premises Site Plan - Ground Level

- Legend:**
- Common
 - Tenant
 - Tenant Access
 - Fargo Parks District
 - Owner Access to Utilities



FIRST FLOOR PLAN
 1/8" = 1'-0"
 7,173 S.F.

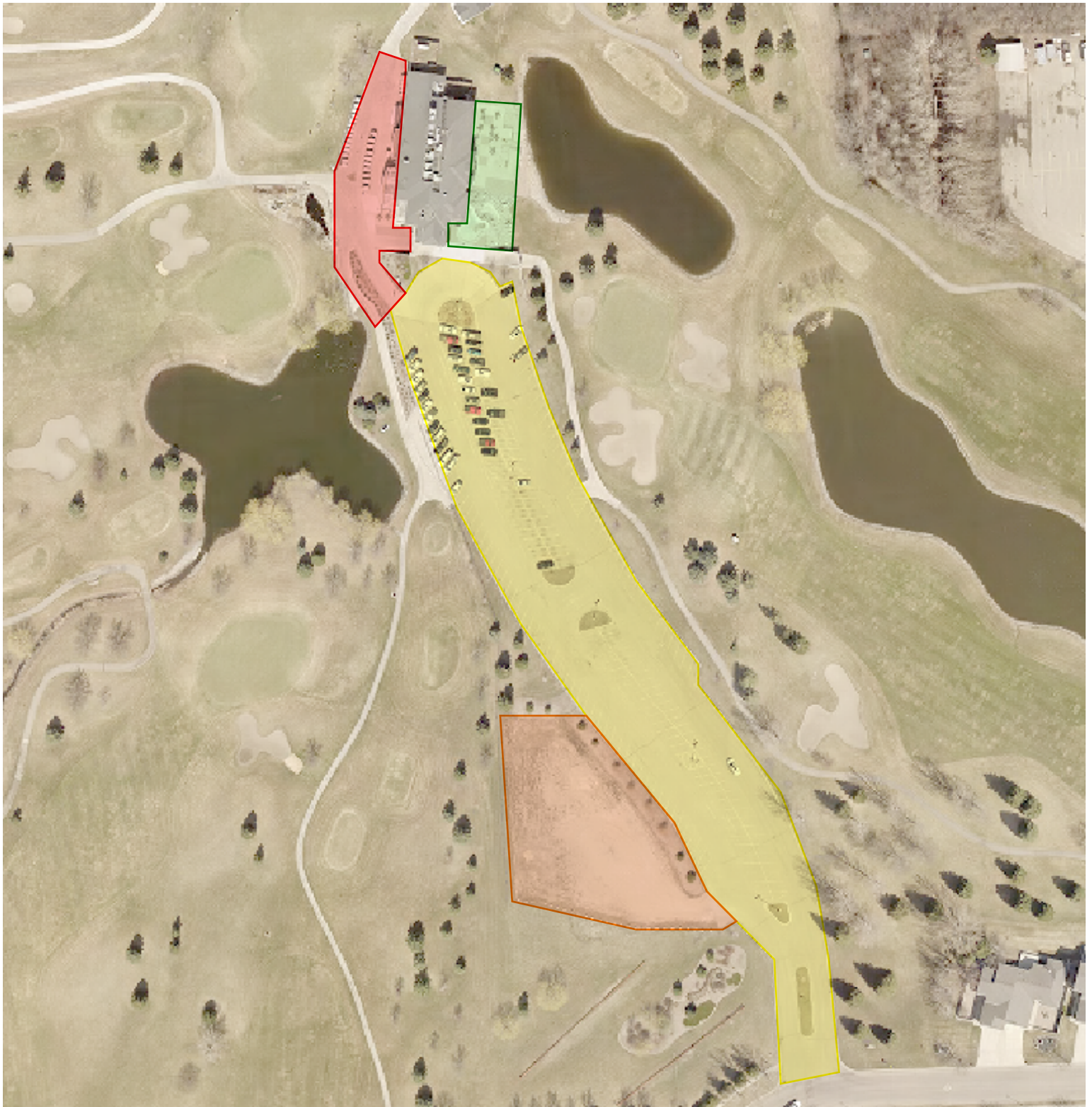
Exhibit 1 Leased Premises Site Plan - Second Floor



Legend:

- Common
- Tenant
- Fargo Parks District

Exhibit 1 Leased Premises Site Plan - Patios and Parking Lot



Legend:

- Tenant
- Fargo Parks District
- Common Parking Guests
- Dumpster, Grease, Employee

Exhibit 1.4 Asset List

Quantity	Description
	Kitchen Items
10	Garbage Cans
1	Always Cans Can Rack- 27 Spaces
1	Avantco Refrigeration- Double Door Freezer
1	6 Shelf Storage Stainless Rack- Eastern Steel
1	Avantco Refrigeration- Single Door
1	Avantco Deep Fryer- 80LB-Natural Gas
1	Dean Deep Fryer 35LB- Natural Gas
1	Chef Base Refrigerator 4 Drawer
1	Vulcan Flat Top- 6' (72") Divided 6 Burner
1	Star 36" Stainless Steel Shelf -Under Hood
1	60" Stainless Steel Shelf - Under Hood
1	Avantco 6 Burner Top Gas Range 150,000 BTU
1	Patriot Equipment Stand 36"x28"- Under Avantco 6 Burner Top
1	Avantco 2-Door Prep Fridge
1	Work Counter 30"x72" w/ Storage
1	Saturn 2-Door Prep Fridge 48"
4	4 APW Heat Lamp Warmers 48" Each
1	Prep Table 126" Stainless Steel- 6 Outlets
1	Order Screen/TV 31" Pro Scan
1	Soup Kettle- APW - Missing Insert
1	Pizza Oven- Wisco Industries
1	Alto Sham-Hot Holding Cabinet-2-Door
1	Avantco Refrigeration- Refrigerator- Double Door
1	Shelf-5 Shelf Wire Storage Rack
3	(3) Restroom Stainless Steel Shelves New Age Industries 36" (1) New Age 48" (2)
1	New Age 20 Space Sheet Pan Metal Rack
1	28 Space Plastic Max 7316 Side Panel Sheet Pan Holder
1	Garbage Disposal- Insinkerator
1	4' Shelf- Stainless Steel
1	Tru- 2 -Door Work Top
4	Vulcan 2-Door Convection Oven (2)
1	Avantco Charbroiler-23"- Gas
1	Avantco 6 Burner Gas Range
1	Regency Equipment Table 60"
1	Saturn Deep Fryer 40LB Approx. 90,000 BTU
3	Shelves (3) Stainless Steel 36"
1	43" Stainless Steel Work Table w/Storage
1	28 Pan Plastic Sheet Pan Holder
2	2-36" Regency Shelves
1	12 Space, 4 Shelf Can Holder

1	Crown Tonka Walk-In Freezer 3 Metal Storage 1 Plastic 4 Rack Riser
1	Walk-In Refrigerator 2 Metal Storage Racks 4 Sheet Pan Racks (3 Metal & 1 Plastic)
1	17' Shelf Above Sinks- Back North Wall
3	3- 4' New Age Shelves
1	6' Work Table- North Wall
1	Robot Coupe Food Processor
1	Berkel Meat Slicer
1	8' Stainless Steel Work Counter w/ 3 Drawers & 3 Bins
1	Ed Lund Can Opener
	Wait Staff Area Items
1	Stainless Steel Shelf 36"
4	Liquor Storage Room - 4 Metal Storage Racks
	Glassware
100	100 Stemmed Glasses
150	150 Shot Glasses
48	48 Mug Tumblers
	Bar
23	23 TV's and Cable/Mounting Bracket- 9 Double Sided
100	100 Glassess
50	50 Plastic Pepsi
10	10 Mules- Titos
1	Beverage Aire 4 Slide Top Cooler 8'
1	Perlick- 3 Slide Top Cooler
1	Avantco 3 Slide Cooler 80"
4	Regency 5-Tier Shelf Bottle Holder w/Stand
1	Beverage Aire 2- Door Top Fridge 64"
2	2 Liquor Hanging Storage Shelves At Each End of the Bar
	Mens Closet
2	2 BNG-POS Switch ?
10	10 Earlyn Chairs- Valet Closet
2	2 Benches
	Grill
1	Cambro Bleach- Rolling Bar
1	Stainless Steel Utility Table 30"x30"

1	Continental Refrigerator - 2- Door Classic Combo Refrig/Freezer Dual Zone
1	Chest Freezer- Small 7 Cu.Ft.
	Utility
2	2 Dunnage Racks
8	8 Metal Racks
2	Sysco Coffee Urns
4	4 Poker Table Covers
1	Dishwasher Tray-Storage Racks
2	Storage Racks
1	15 Can Rack
1	Portable Hand-Made Bar
100	100 Green Fabric Chairs
1	2x2 Table
2	2- 34"x48" Rectangle Tables
4	4- 8" White Tables
	Catering Kitchen
3	Closet- 3 Wire Storage Racks
100	100 Stem Glassess
	Misc Catering Items
	Flatware- Misc
1	Table SkirtingBlack & White
1	Metal Storage Rack
1	Moen Garbage Disposal
1	Prodigy Plus Scotsman Ice Machine w/90LB Bin Bottom
1	Work Table 10'
	Chaffring Dishes and Pans
1	36" Right Hand Dishwasher Table Stainless Steel
1	Glass Rack Cart
1	Storage Bin w/Sheet Pan Rack
10	10 Coffee Crofts
1	Food Warmer- FEW 2- Door
	Misc Plates
150	Stem Glasses (150)
	Coffee Cups - 4 Bins
	Bin of Napkins- Fabric-Colors
1	Metal Storage Rack
1	Traulsen Refrigerator- 2 Drawer- Needs Seal Repair
1	True Freezer 1-Door

	Garage Beverage area
1	True 2- Door Beverage Fridge
1	NorPeake Micro Matic Glycol Line Cook Cooler
1	6' Stainless Steel Table- Outside Fence Area
3	3- Beverage Hot/Cold Cambros in Garage
50	50 Condiment Cups
	100 Sets Flatware (Steak Knives, Knives, Forks)
200	200- White Dinner Plates
30	30- White Bowls
100	100- Lunch Plates
	Walk-in cooler/keg cooler Nor lake
	Outside Porch
16	16- Storage Tables 4x8
1	Hobart Mixer-Dough
10	10 -Wire Chairs- Green High-top
11	11 -High-tops 30"x42"
4	4 -30"x48" Low Tables
15	15 -Black Chairs
19	19 -Stools

Exhibit 3.5 Beverage Contract

CONCESSION AGREEMENT

THIS AGREEMENT ("**Agreement**") shall be effective the 1st day of January, 2021 between **THE PARK DISTRICT OF THE CITY OF FARGO**, 701 Main Avenue, Fargo, North Dakota 58103 (the "**Park District**") and **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 4314 20th Ave. S, Fargo, North Dakota 58103 (the "**Concessionaire**"). The parties acknowledge that the current contract runs through December 31, 2020.

FOR VALUABLE CONSIDERATION, the Park District grants Concessionaire the exclusive right to furnish drinks as herein described on Park District facilities (the "**Facilities**") and in connection therewith, the parties agree as follows:

1. **Term.** For a period of five (5) years commencing January 1, 2021 and ending December 31, 2025 (the "**Term**") the Park District grants to Concessionaire the exclusive right to furnish for sale to the Park District for dispensing on, at or inside property and buildings now owned or operated or hereafter acquired by the Park District, canned and bottled soft drinks and other non-alcoholic beverages customarily dispensed from vending machines, coolers and portable dispensing facilities. For purposes of this Agreement, a "**Year**" means a 12-month period commencing on January 1 and ending on December 31. The exclusive concession rights consists of furnishing Beverages (as defined below) including, but not limited to, soft drinks, bottle/can products, premix and other beverages sold under the trademarks of Concessionaire or an affiliate thereof (each a "**Product**", collectively the "**Products**") and the furnishing and servicing of vending machines and coolers at the locations shown on the attached Exhibit A and such other locations as may be from time to time added to Exhibit A. Concessionaire shall be the exclusive Product supplier for all concessions at the Park District facilities unless prior contractual arrangements for the furnishing of similar product are applicable. "**Beverages**" shall mean carbonated and non-carbonated nonalcoholic beverages including carbonated soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice containing or flavored drinks; fruit punches and ades; isotonic and fluid replacement drinks (sometimes referred to as "sport drinks"); tea drinks; pre-packaged coffee products, bottled water; energy drinks and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. In addition, and with the consent of the Park District as to locations, Concessionaire will have a non-exclusive right to furnish snack products ("**Snacks**") through vending machines.

2. **Pricing.** The prices stated in Exhibit B shall remain fixed for the first three (3) Years of the Term. Concessionaire may increase said prices in Years four (4) and five (5) of the Term, provided that any such price increase does not exceed three (3%) percent of the then-current prices. The Concessionaire will consult with and seek the approval of the Park District on any new products suggested by either party, the Park District's approval not to be unreasonably withheld. Concessionaire will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any

pricing cap or notification restrictions that may be specified in this Agreement.

3. Consideration. In consideration of this Agreement, Concessionaire shall pay to the Park District an annual support fund in the amount of Twenty Thousand and no/100 (\$20,000.00) U.S. Dollars. (the “**Annual Support Funds**”). The Annual Support Funds will be paid to the Park District within sixty (60) days after the first (1st) day of each Year this Agreement remains in effect, except that for Year one, such payment will be made within sixty (60) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. The Annual Support Funds are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Concessionaire, the unearned Annual Support Funds will be repaid pro-rata to Concessionaire within fourteen (14) days after the expiration of the opportunity to cure such material breach as set forth in Section 13 herein. Further, Concessionaire shall provide in-kind services pursuant to Exhibit E, which in-kind services may be modified or exchanged for other in-kind services as mutually approved by both parties.

4. Maintenance of Beverage Dispensing Equipment. All beverage dispensing equipment including, but not limited to, vending machines (“**Equipment**”), shall be loaned by Concessionaire to the Park District at no charge. The Park District agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Park District shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment) without the prior written approval of Concessionaire. Concessionaire, at its sole cost and expense, shall be responsible for all maintenance and repair service to the Equipment. Title to such Equipment shall remain vested in Concessionaire and all such Equipment shall be returned to Concessionaire upon expiration or earlier termination of this Agreement. With respect to the vending machine Equipment placed at the Facilities (the “**Vending Machines**”), Concessionaire will have the additional responsibility for (i) stocking the Vending Machines with the Products and (ii) collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for collected monies. The Park District agrees to provide reasonable assistance to Concessionaire in apprehending and prosecuting vandals. Concessionaire shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Concessionaire shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

5. Health Promotion. In beverage Vending Machines that provide bottles, at least one option shall be bottled water without artificial flavoring or coloring. Concessionaire is required to provide a product mix to supply Vending Machines with a minimum of 25% of its products to be “**healthy choices**,” as defined on Exhibit C, attached hereto. Concessionaire agrees that at least part of its marketing plan shall promote healthful behaviors, including water consumption, and that its pricing structure shall promote healthy options. A copy of Concessionaire’s marketing plan that includes the promotion of such health choices and behaviors is attached hereto as Exhibit D.

6. Advertising. For the term of this Agreement, the Park District grants the Concessionaire the right to display signage advertising its Products, trademarks and logos on Park District properties and at events sponsored by the Park District, provided that all such signage shall be approved in advance by the Park District. The cost of new signage, updating, repairing, replacement, maintenance, or changes to signage shall be the sole responsibility of Concessionaire,

and Concessionaire agrees to maintain all fixed advertising in good repair, presentation and condition at its cost.

7. Commissions. Concessionaire agrees to provide the Park District with commissions, as a percentage of the actual cash (“*cash in bag*” or “*CIB*”) collected by Concessionaire from the Vending Machines placed at the Park District properties, less any applicable government-imposed taxes/fees and deposits, as applicable (“*Commissions*”). Such Commissions shall be at the rates set forth below (the “*Commission Rate*”) and shall be calculated as follows: **(CIB – applicable taxes/fees/deposits) * Commission Rate = Commission due.** Vending machine locations are shown in attached Exhibit A page 2.

8.

Product	Minimum Vend Price	Commission Rate*
20oz Carbonated Soft Drinks	\$2.00	38%
Gatorade & Propel	\$2.00	38%
20oz Aquafina	\$2.00	38%
Energy Drinks	\$3.00	38%
Snacks	\$1.00	16%

*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer.

(a) Commissions Payment. shall be remitted by the Concessionaire to the Park District within thirty (30) days of the end of each quarterly accounting period established by Concessionaire. Concessionaire shall make all pertinent revenue and sales records respecting the Vending Machines at the Facilities available to the Park District. Concessionaire shall provide the Park District with monthly reports of Concessionaire’s product sales in such detail as requested by the Park District. The Park District agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by the Park District in writing within one (1) year of the date such Commissions payment is due. The Park District further acknowledges and agrees that it shall not receive any Commissions payment from Concessionaire if Commissions fail to reach a certain threshold amount per period or quarter. If the sales commission is not at least \$50, commission will continue to accumulate and be paid in period or quarter that the threshold is met. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be revised by Concessionaire from time to time.

(b) Change to Commission Rate/Formula. Any changes to the Commission Rate and/or its formula/method for calculating Commissions resulting from changes to applicable laws, regulations, or ordinances promulgated by government entities shall be mutually agreed upon by Concessionaire and the Park District, with the understanding that such changes to the Commission Rate are intended to keep such Commission Rate cost neutral.

(c) Vend Price. The initial vend prices and minimum scheduled increases that are necessary for the Park District to qualify for any Commissions are set forth in the Commission chart above. Concessionaire shall have the right to increase vend

prices by \$0.25 in Year four (4) of the Agreement. The Park District acknowledges that Concessionaire has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement. Commission Rates and Vend Prices for Products will be mutually agreed upon by Pepsi and Customer.

9. Volume Incentive Funds. Concessionaire shall calculate the total number of gallons and cases purchased by the Park District, directly from the Concessionaire, (including volume sold through Vending Machines) for use at the Facilities each Year and if in any Year of the Agreement, the Park District purchases a combined total of six thousand, five hundred cases (6,500 cases) or greater, then for such Year, Concessionaire shall provide the Park District with volume incentive funds based on the incremental growth of gallons and cases in the amount of \$1.00 per case on all such eligible incremental gallons and cases (the "*Volume Incentive Funds*"). The Volume Incentive Funds will be paid to Park District within sixty days (60 days) after the end of each Year.

10. Representations and Warranties of Concessionaire. Concessionaire represents and warrants as follows:

(a) Concessionaire is a limited liability company, duly organized and validly existing under the laws of the State of Delaware.

(b) To the extent required by North Dakota law, Concessionaire is authorized to do business in the State of North Dakota, and has all licenses, permits, powers, and authority to carry on business in North Dakota.

(c) This Agreement has been duly and validly executed by Concessionaire and is a valid and binding obligation and agreement of Concessionaire, enforceable in accordance with its terms.

(d) The consummation of this Agreement and the performance of Concessionaire's obligations hereunder will not conflict with or result in a breach or violation of the terms or conditions of, or constitute a default under any contract or agreement to which Concessionaire is a party.

(e) There is no active, pending, or threatened litigation against Concessionaire.

11. Representations and Warranties of the Park District. The Park District represents and warrants that:

(a) The Park District has all requisite power and authority to execute this Agreement.

(b) This Agreement has been duly and validly executed by the Park District and is a valid and binding obligation and agreement of the Park District, enforceable in accordance with its terms.

(c) The consummation of this Agreement and the performance of the Park District's obligations hereunder will not conflict with or result in a breach or violation of the terms or conditions of, or constitute a default under any contract or agreement to which the Park District is a party.

12. Events of Default. The following events shall be deemed to be events of default by Concessionaire under this Agreement.

(a) If Concessionaire shall fail to comply with any term, condition, or covenant of this Agreement, and shall not cure such failure within thirty (30) days after written notice thereof from the Park District, or if such failure cannot reasonably be cured within said thirty (30) days, and Concessionaire shall not have commenced to cure such failure within thirty (30) days after written notice thereof to Concessionaire, or if such failure cannot reasonably be cured within said thirty (30) days and shall not thereafter with reasonable diligence in good faith proceed to cure such failure.

(b) If Concessionaire shall become insolvent or shall make a transfer in fraud or creditors or shall make assignment for the benefit of creditors.

(c) A receiver or trustee shall be appointed for all or substantially all of the assets of Concessionaire.

(d) A fraud practiced upon one party hereto by the other party, in which case the aggrieved party may, at its option, terminate this Agreement.

(e) If any of Concessionaire's Representations and Warranties set forth above shall be untrue or misleading.

13. Termination. Either party may terminate this Agreement for any breach of this Agreement's material terms by the other party, provided that the non-breaching party shall first provide the breaching party with written notice of the breach and a thirty (30) day opportunity to cure such breach. If the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party may terminate the Agreement upon written notice to the breaching party.

14. Breach by the Park District. Without prejudice to any other remedy available to Concessionaire at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Concessionaire upon thirty (30) days' advance written notice to the Park District if (i) any of the Products are not made available at the Facilities as required in this Agreement, (ii) any of the rights granted to Concessionaire herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Park District.

Before Concessionaire exercises its right to terminate as described in this Section, Concessionaire agrees to engage in good faith renegotiations with the Park District to adjust the funding offered to the Park District herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

15. Breach by Concessionaire. In the event Concessionaire breaches this Agreement by failing to (i) timely pay any amount due and owing to the Park District under this Agreement, (ii) promptly and adequately maintain and stock its Equipment and Vending Machines, or (iii) comply with any other term and condition of this Agreement, the Park District, upon thirty (30) days' advance written notice to Concessionaire and without prejudice to any of its available remedies, at law or in equity, shall have the right to terminate this Agreement. In the event the Park District terminates this Agreement, all unpaid Commissions, Volume Incentive Funds, and/or any other sums of money justly due and owing to the Park District by Concessionaire shall be paid to the Park District no later than fourteen (14) days after the termination of this Agreement.

16. Remedies. If the Agreement is terminated early for any reason other than an uncured material breach by Concessionaire, Concessionaire will, without prejudice to any other right or remedy available to Concessionaire, obtain a reimbursement from the Park District of any unearned funding paid by Concessionaire to the Park District which remains unearned as of the time of termination and the Park District and its Facilities will surrender to Concessionaire all Equipment provided by Concessionaire. The Park District shall forfeit all unpaid Commissions as of the date of termination. In addition, without prejudice to any other right or remedy available to Concessionaire, Concessionaire will have the right to immediately seek reimbursement from the Park District and the Facilities for an amount reflecting reimbursement for all funding previously advanced by Concessionaire but not earned by the Park District pursuant to the terms of this Agreement. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying the total amount of such funds paid in the Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Year at the time of such termination or limitation and the denominator of which is twelve.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

18. Governing Law. This Agreement is entered into and performable in the State of North Dakota and shall be governed by the laws of the State of North Dakota.

19. Assignment. The rights, duties and obligations of the Concessionaire are not assignable without the prior written consent of the Park District.

20. Dispute Resolution. The parties agree that any controversy or claim arising out of or relating to this Agreement, including disputes relating to its formation or the breach thereof, shall be first be subject to good faith, non-binding negotiation between the parties and, if not resolved, a thirty (30) day cooling off period. Subsequently, at a time not exceeding ninety (90) days after the expiration of the cooling off period, any dispute or controversy that exists shall be subject to mandatory mediation

in Cass County, North Dakota. The mediator shall assess the costs and expenses of mediation against the parties in such proportion as may be fair and equitable.

If the dispute cannot be settled by mediation as described above, then the dispute shall be settled by arbitration under rules reasonably acceptable to the parties and the arbitrator(s). Unless the parties agree to one arbitrator, each shall select an arbitrator and the two so selected shall select a third arbitrator. The decision of the arbitrator or two of the three arbitrators, as the case may be, shall be final and binding. Nothing herein contained shall bar the parties from seeking equitable remedies in a court of appropriate jurisdiction.

21. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.

22. Concessionaire reserves the right to withhold payments due hereunder as an offset against amounts not paid by Park District or its Facilities for Products ordered from and delivered by Concessionaire pursuant to this Agreement.

23. Severability. In the event one or more provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement and this Agreement shall be carried out as nearly as possible according to its original terms and intent.

24. Notices. All notices shall be given by personal delivery, by certified or registered first class mail, postage prepaid with return receipt requested, or by express delivery services such as Federal Express or Express Mail. Each such notice shall be effective if (a) delivered personally by hand, when delivered at the address specified in this Paragraph 16, (b) given by certified or registered first class mail, on the date appearing on the return receipt therefor or (c) given by express delivery services when delivered at the address specified above.

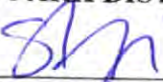
25. Force Majeure. Concessionaire will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, pandemic, epidemic, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Concessionaire or that of the suppliers to Concessionaire unless such contingency is specifically excluded in another part of this Agreement ("**Force Majeure Event**"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Park District's performance is temporarily suspended pursuant to a Force Majeure Event, Concessionaire's funding obligations will be suspended for the duration of Park District's nonperformance. Once Park District resumes performance or in the event Park District is able to perform some, but not all of its obligations herein, any fixed, advanced, or


guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

26.— Waiver. No failure on the part of either party to exercise, and not delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or any applicable law.

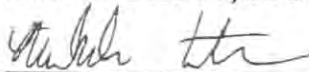
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE PARK DISTRICT OF THE CITY OF FARGO

By: 
Stacey Griggs
Its: President

By: 
Jeffrey Gunkelman
Its: Clerk

BOTTLING GROUP, LLC

By:  Michelle Knutson
Its: Foodservice Sales Rep

[ATTACH EXHIBITS]

EXHIBIT "A"

Fargo Park District
Current Concession Locations for Soft Drink Beverages

Location

Brunsdale Baseball Park
Davies Softball
Mickelson Softball
Southwest Youth Arena
Anderson Softball
Tharaldson Baseball
Sports Arena
Lindenwood Visitor Center and Bike Rental
Coliseum Ice Arena
Edgewood Golf Course
El Zagal Golf Course
Prairiewood Golf Course
Rose Creek Golf Course
Davies Pool
Island Park Pool
Southwest Pool
Northside Pool
Courts Plus Community Fitness
North Softball Complex
Pepsi Soccer Complex
Tharaldson Little League Complex (Formerly Southwest Softball)
Starion
Special Events

**** Locations can be added or deleted by the Park District.**

EXHIBIT "B"

	5 year Bid
Pop 12 oz. cans (per case of 24 cans)	\$7.00
Pop 20 oz. bottles (per case of 24 bottles)	\$14.00
Water 20oz bottles (per case of 24 bottles)	\$8.00
Sports Drink 20oz bottles (per case of 24 bottles)	\$15.00
Enhanced Water 20oz bottles (per case of 24 bottles)	\$24.00
Ice Tea 16.5-18.5oz bottles (12 per case of bottles)	\$16.46
Energy Drinks 16 oz cans (12 per case of cans)	\$34.00
Juice 10oz bottles (24 per case of bottles)	\$17.26
Soft Drinks In The Box (2.5 gallons)	
Soft Drinks in The Box (3 gallons)	\$47.04
Soft Drinks In The Box (5 gallons)	\$75.80
Soft Drinks in The Box (3 gallon juice and bar mixers)	\$75.00
Commission of ___% of gross sales less sales taxes on sales from vending machines	38%
At least 42 soft drink coolers (approx. 28 are single door coolers and 14 are double door cooler)	42+-offer for upgrades
The furnishing of the equipment listed above and any other equipment as may be agreed upon between the Park District and the successful bidder at no cost to the Park District.	Yes
Price schedule for beverages other than soft drinks is attached.	Yes
Marketing Plan with examples of support for healthy behaviors	Yes
Additional Marketing/Media Value - no cash value	
Additional Funding - cash value	\$20,000/year
Additional Annual Funding	
Annual Donated Product	
Estimate Rebates (\$1 paid on annual units over 6,500)	\$3000/year
Price Increase	3% increase proposed for years 4 & 5

EXHIBIT “C”

Healthy Choice Beverages Approved for All Locations

We are utilizing the Smart Snack Standards from the USDA. These are the standards:

- Plain water or plain carbonated water (no size limit)
- Low-fat milk, unflavored (<12 fl oz)
- Non-fat milk, flavored or unflavored (<12 fl oz), including nutritionally equivalent milk alternatives
- 100% fruit/vegetable juice (<12 fl oz)
- Other flavored and/or carbonated beverage (20 fl oz) that are labeled to contain <5 calories per 8 fl oz, or <10 calories per 20 fl oz
- Other flavored and/or carbonated beverages (<12 fl oz) that are labeled to contain <40 calories per 8 fl oz, or <60 calories per 12 fl oz.

Product examples:

Bottled Water

Low or No Calorie Sports Drinks -G2, Gatorade Zero, Powerade Zero, Propel, BodyARMOR Lyte, etc

Flavored Water/Sparkling Water -AHA Sparkling, Bubly, Nestle Splash, Dasani Sparkling, La Croix, etc.

Nutrient Beverages -Vitaminwater Zero, Bai Antioxidant Infusions, etc.

Zero Calorie Tea -Lipton Unsweetened Pure Leaf Tea, Lipton Diet Green Tea Citrus, Gold Peak Diet Tea, honest Tea, etc.

EXHIBIT “D”

Cleaner, Fresher, Functional, and Authentic



Available for delivery in
2021!

hello Goodness™

HELLO GOODNESS WAS DESIGNED TO HIGHLIGHT
OUR EXPANSIVE PORTFOLIO OF BETTER-FOR-YOU
OPTIONS, AND NOW, WITH OVER 60K
PLACEMENTS, IT'S THE #1 BETTER-FOR-YOU
VENDING PLATFORM!



HELLO GOODNESS INSPIRES CONSUMERS



EXPANSIVE PORTFOLIO



INSPIRATIONAL MERCHANDISING



EXHIBIT "E"

Marketing plans with Point of Sale



Window Mesh, Cooler Clings, & Menu's can be ordered to meet your concession needs



Upgrades with Hello Goodness



Work with Sam on locations that have 2 machines, replace 1 with Hello Goodness to promote healthier brands



Marketing plans with Truck Backs



Pepsi can add some SMILES with Bubly Window Mesh or Hopscotch Decal



Marketing plans with Menu Upgrades

- Custom Menu Banners can be ordered for concessions



CONCESSION STAND

HOT DOG	\$3.00	POP 20oz	\$2.50
PIZZA	\$3.00	GATORADE	\$2.50
NACHOS W CHEESE	\$3.00	WATER	\$2.50
POPCORN	\$1.50	SIBERIAN CHILL	\$3.50
CANDY	\$1.50	COFFEE	\$1.00
SUCKERS	\$.25	CAPPUCCINO	\$2.00
		HOT CHOCOLATE	\$2.00




LIVE FOR NOW





MEMORANDUM

DATE: December 5, 2023

TO: Fargo Park Board Commissioners

FROM: Broc Lietz, Finance Director

RE: Agenda Item No. 5: Board to consider for approval request for 2024 Budget Adjustment

On November 29th, the Facilities Committee of the Fargo Park District reviewed the following information pertaining to the 2024 annual budget and recommended it be placed on the board agenda for consideration.

The annual budget process requires the Park District to submit a preliminary budget no later than August 10th and the approved final budget no later than October 10th each year. The preliminary budget approval and submission set the actual dollars requested for operational needs for the next fiscal year. This preliminary budget is the basis for preliminary tax statements to property taxpayers, establishes the district's estimated mill levy, and establishes the annual budget hearing required by state statute. Once the actual dollars are approved in the preliminary budget a Park District does not have the authority to adjust revenue requests or taxation upward prior to final certification of annual budgets.

The Fargo Park District complied with all necessary time requirements for submittal, public posting, and board approval for both the preliminary budget and the final budget. Further, the Finance Department submitted the both the preliminary and final budget documents as approved by the commissioners indicating the necessary revenue collection and taxation necessary for the 2024 fiscal year, which included a mill levy reduction of 1.35 mills. However, in submitting the documentation, the 2023 preliminary budget file was attached to the email submission to the County Auditor. Subsequently, the actual dollars requested for fiscal 2024 were based on the dollars collected in fiscal 2023. The erroneous submittal was not discovered until final valuation records were sent to the Park District the first week of November. As a result, the Fargo Park District is only able to collect revenues based on the fiscal 2023 budget. The financial impact of this error will result in the Park District collecting approximately \$2.2 million less in tax revenue than approved by our commissioners, and a mill reduction of 4.01 mills rather than the 1.35 reduction intended.

The Finance Department immediately reported these findings to the executive team and begin to look for resolution for the 2024 budget. There are non-tax revenue collections that were solidified after the October 10th deadline that were not considered in the 2024 annual budget which will minimize the impact of the unrealized tax revenue.

It is necessary to note that the additional non-tax revenue represent one-time resources that will not be available in the future. Through the 2025 budget process, which will begin in the 1st quarter of 2024, the Finance team will analyze the district's cost to continue and recommend appropriate revenue collections moving forward.

As a result of not having the authority to amend the budget request, we recommend amending the 2024 final budget to reflect the change in revenue collection. (Only General Fund Changes required)

	Approved	Adjusted
1.) Property Tax Collection	\$19,669,478	\$17,444,248
2.) Interest Income	\$ 570,011	\$ 1,570,011
3.) Sale of Assets	\$ 25,000	\$ 850,000
4.) Internal Transfer	\$ 2,106,998	\$ 1,644,621
5.) Other rev./exp. Adjustments	0	\$ 62,147

If you have any questions or would like to discuss this prior to the meeting, please contact me.

Sample Motion: I move to amend the 2024 Annual Budget as presented.



PARK DISTRICT OF THE CITY OF FARGO

2024 Final Budget Report, Amended

12.12.2023 Park Board Meeting

Park District of the City of Fargo

2024 Budget

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PARK DISTRICT OF THE CITY OF FARGO

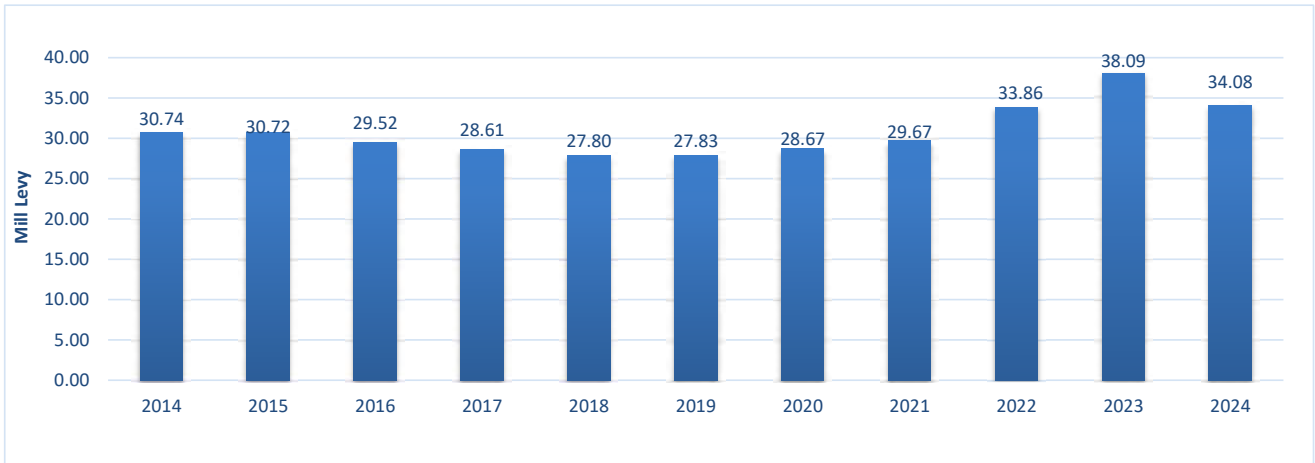
2024 Budget

Description	2023 Final		2024 Estimated	
	Amount	Mill Levy	Amount	Mill Levy
General Fund - Parks	\$ 14,787,636	20.66	\$ 14,794,144	18.49
Park & Recreation Facilities	\$ 3,442,814	4.81	\$ 3,440,499	4.30
Debt Service Fund	9,032,912	12.62	9,033,309	11.29
Totals	\$ 27,263,362	38.09	\$ 27,267,952	34.08

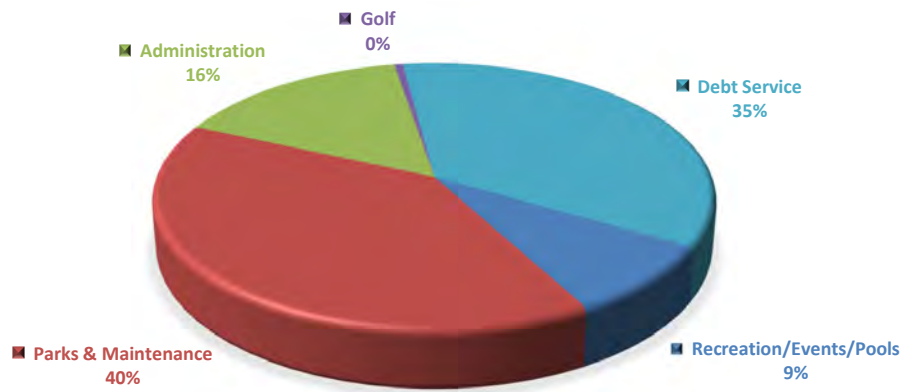
Actual/Estimated Value of 1.0 Mill	\$ 715,762	\$ 800,115
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Fargo Park District Mill Levy History 2014 to Proposed 2024 Levy

Year	Mill Levy	Change
2014	30.74	(0.51)
2015	30.72	(0.02)
2016	29.52	(1.20)
2017	28.61	(0.91)
2018	27.80	(0.81)
2019	27.83	0.03
2020	28.67	0.84
2021	29.67	1.00
2022	33.86	4.19
2023	38.09	4.23
2024	34.08	(4.01)



**FARGO PARK DISTRICT
BUDGET 2024
USE OF MILL LEVY TAXES 2024**



PARK DISTRICT OF THE CITY OF FARGO
 2024 Budget
 2024 GENERAL FUND BUDGET SUMMARY

CASH BALANCE JANUARY 1, 2023	\$	13,003,099
REVISED 2023 REVENUES & TRANSFER		<u>30,479,984</u>
RESOURCES AVAILABLE FOR 2023	\$	43,483,082
REVISED 2023 EXPENDITURES & TRANSFERS		<u>(30,578,869)</u>
PROJECTED CASH BALANCE JANUARY 1, 2024	\$	12,904,213
PROJECTED 2024 REVENUES & TRANSFERS		<u>32,978,193</u>
RESOURCES AVAILABLE FOR 2024	\$	45,882,406
PROJECTED 2024 EXPENDITURES		<u>(32,978,193)</u>
PROJECTED CASH BALANCE JANUARY 1, 2024		12,904,213
PROJECTED 2024 REVENUES	\$	32,978,193
PROJECTED 2024 EXPENDITURES		<u>(32,978,193)</u>
REVENUES OVER (UNDER) EXPENDITURES	\$	<u><u>(0)</u></u>

PARK DISTRICT OF THE CITY OF FARGO
 2024 Budget
 General Fund Revenues by Source and Expenditures by Function

	Actual 2022	Projected 2023	Budgeted 2023	Final Budget 2024
REVENUES				
Taxes	\$ 15,838,821	\$ 17,331,054	\$ 18,455,122	\$ 17,444,248
Charges for Services	9,500,988	8,631,028	8,589,747	10,373,284
Intergovernmental	3,428,738	3,292,326	3,074,900	3,425,000
Interest	276,514	1,112,035	200,000	1,570,011
Miscellaneous	281,571	113,540	259,100	165,650
TOTAL REVENUES	\$ 29,326,633	\$ 30,479,984	\$ 30,578,869	\$ 32,978,193
EXPENDITURES				
Recreation	\$ 1,325,622	\$ 1,425,223	\$ 1,500,317	\$ 1,744,901
Events	416,564	548,678	547,221	557,947
Concessions	356,566	497,721	483,629	709,744
Golf	3,917,892	5,120,162	4,892,491	4,259,859
Facilities	2,586,181	2,329,914	1,969,709	1,002,997
Fargo Parks Center	-	-	-	1,900,789
Neighborhood Parks	1,452,692	1,231,894	1,107,593	2,758,613
Swimming Pools	1,262,024	1,141,982	1,851,202	1,207,738
Park Maintenance	4,458,027	5,714,639	5,680,644	6,457,613
Administration	5,915,240	5,993,008	6,761,467	7,209,949
Broadway Square	316,894	321,014	337,615	353,005
Forestry	1,204,935	1,172,517	1,193,278	1,473,231
Courts Plus	2,256,135	2,405,554	2,427,799	2,547,186
TOTAL EXPENDITURES	\$ 25,468,773	\$ 27,902,306	\$ 28,752,965	\$ 32,183,572
Revenue Over (Under) Expenditures	\$ 3,857,860	\$ 2,577,677	\$ 1,825,904	\$ 794,621
OTHER FINANCING SOURCES (USES)				
Transfer to Capital Projects Fund	\$ (3,700,945)	\$ (2,577,677)	\$ (1,825,904)	\$ (1,644,621)
Sale of Capital Assets	164,865	-	-	850,000
Bond/Lease Proceeds	1,534,413	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	\$ (2,001,667)	\$ (2,577,677)	\$ (1,825,904)	\$ (794,621)
Net Change in Fund Balances	\$ 1,856,193	\$ 0	\$ (0)	\$ (0)
CASH BALANCE, BEGINNING OF YEAR	\$ 11,146,906	\$ 13,003,099	\$ 13,003,099	\$ 13,003,099
ESTIMATED CASH BALANCE-END OF YEAR	\$ 13,003,099	\$ 13,003,099	\$ 13,003,099	\$ 13,003,098

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
RECREATION					
Revenues					
01.01.68.4010.00	ADMISSIONS	3,504	6,454	4,200	4,199
01.01.**.4060.**	MERCHANDISE SOLD	2,065	6,160	1,815	1,815
01.01.90.4065.00	PERMIT FEES	15,150	12,444	12,000	13,000
01.01.**.4100.**	SKI RENTALS	10,262	23,960	15,800	16,900
01.01.**.4320.**	PROGRAM INCOME	483,276	479,962	533,374	555,656
01.01.44.4340.00	FACILITY RENTALS	675	960	300	500
01.01.**.4620.**	PICTURES	3,178	-	4,250	3,250
01.01.**.4670.**	SPONSORSHIP/DONATIONS	5,000	20,000	5,000	41,350
01.01.**.4672.**	ADVERTISING REVENUE	68,305	72,453	115,290	65,613
01.01.70.4675.00	FOUNDATION DONATIONS	2,553	182	7,000	7,000
01.01.90.4700.00	MISCELLANEOUS REVENUE	2,000	-	-	1,000
Total Revenues		595,967	622,576	699,029	710,283
Expenses					
Personnel					
01.01.**.5100.**	FULL TIME COMPENSATION	653,863	678,798	784,466	829,975
01.01.01.5105.00	COMMISSION	8,660	10,508	420	11,000
01.01.**.5200.**	PART TIME COMPENSATION	383,060	464,749	416,127	546,393
01.01.90.5540.00	UNEMPLOYMENT	502	(610)	1,500	1,000
Total Personnel		1,046,084	1,153,445	1,202,513	1,388,368
Operating Expenses					
01.01.**.6010.**	BANK FEES	41,833	60,684	20,400	45,500
01.01.**.6030.**	PROMOTION/ADVERTISING	4,492	7,089	10,800	14,317
01.01.**.6050.**	MILEAGE	12,886	17,501	13,450	15,950
01.01.**.6070.**	COMPUTER SERVICE FEES	35,948	16,298	52,900	51,000
01.01.**.6090.**	RECURRING MAINTENANCE	4,791	6,173	4,600	6,100
01.01.**.6100.**	GENERAL SUPPLIES	322	1,931	2,800	2,200
01.01.**.6115.**	UNIFORMS	2,190	7,294	3,959	4,507
01.01.01.6125.00	SOLD ADVERTISING EXPENSES	5,202	1,828	8,380	10,280
01.01.90.6130.00	MEALS & MEETINGS	-	-	100	100
01.01.68.6140.00	MERCHANDISE RESALE	-	3,496	563	563
01.01.90.6150.00	OFFICE SUPPLIES	670	1,880	2,000	2,000
01.01.**.6170.**	PRINTING	-	-	300	800
01.01.64.6180.00	PURCHASED SERVICES	-	-	250	-
01.01.**.6200.**	PROGRAM EXPENSES	91,368	121,057	125,001	140,613
01.01.**.6230.**	SALES TAX	1,332	2,643	1,804	1,578
01.01.**.6240.**	TELEPHONE/INTERNET	4,358	5,558	6,518	6,275
01.01.**.6245.**	PROFESSIONAL DEVELOPMENT	6,075	4,804	24,750	28,100
01.01.**.6250.**	TRAVEL	91	-	-	600
01.01.70.6355.00	FPD RENT	-	-	2,880	-
01.01.**.6380.**	MISC EXPENSE	-	-	250	350
01.01.64.6410.00	REPAIR FACILITY & EQUIPMENT	-	6,660	10,000	10,000
01.01.**.6420.**	REPAIR MOBILE	541	-	-	200
01.01.90.6480.00	POSTAGE	442	-	500	500
Total		212,542	264,895	292,204	341,533
Capital/Transfer/Debt					
01.01.**.7020.**	SCHEDULED EQUIPMENT	50,131	4,205	3,100	10,000
01.01.70.7075.00	FOUNDATION DONATION EXPENSES	9,701	2,678	-	-
01.01.90.7080.00	UNSCHEDULED RECREATION EQUIP	7,163	-	2,500	5,000
01.01.90.7800.00	TRANSFER TO FD 40	10,000	10,000	10,000	-
Total Capital/Transfer/Debt		76,996	16,883	15,600	15,000
Total Expenses		1,335,622	1,435,223	1,510,317	1,744,901
Total Recreation		(739,655)	(812,647)	(811,288)	(1,034,618)

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
EVENTS					
Revenues					
01.05.**.4010.**	ADMISSIONS	35,420	45,738	41,400	48,300
01.05.**.4060.**	MERCHANDISE - TAXABLE	7,857	-	5,100	-
01.05.**.4320.**	PROGRAM INCOME	19,571	22,715	20,885	22,152
01.05.**.4620.**	VENDOR FEES	29,448	22,910	35,100	34,575
01.05.**.4670.**	SPONSORSHIP/DONATIONS	17,960	28,438	22,800	36,250
01.05.43.4700.00	MISCELLANEOUS INCOME	72	-	-	-
Total Revenues		110,327	119,800	125,285	141,277
Expenses					
Personnel					
01.05.01.5100.00	FULL TIME COMPENSATION	150,959	181,322	176,541	198,180
01.05.**.5200.**	PART TIME COMPENSATION	55,365	87,423	90,328	84,717
Total Personnel		206,325	268,744	266,869	282,897
Operating Expenses					
01.05.**.6010.**	BANK FEES	5,528	9,998	3,700	-
01.05.**.6030.**	PROMOTION/ADVERTISING	41,378	65,681	69,000	65,950
01.05.01.6050.00	MILEAGE	2,384	1,331	3,000	3,000
01.05.01.6070.00	COMPUTER SERVICE FEES	6,810	3,435	3,000	-
01.05.**.6090.**	RECURRING MAINTENANCE	5,135	4,909	1,000	-
01.05.**.6100.**	GENERAL SUPPLIES	411	54	4,050	-
01.05.01.6115.00	UNIFORMS	-	1,080	1,500	-
01.05.01.6130.00	MEALS & MEETINGS	149	90	200	750
01.05.31.6140.00	MERCHANDISE RESALE (COGS)	42	-	-	-
01.05.01.6150.00	OFFICE SUPPLIES	602	391	1,000	1,000
01.05.**.6170.**	PRINTING	2,727	2,982	7,972	13,925
01.05.**.6180.**	PURCHASED SERVICES	2,008	16,166	9,000	9,000
01.05.**.6200.**	EVENT EXPENSES	127,811	149,289	154,230	165,925
01.05.**.6230.**	SALES TAX	2,661	1,830	-	-
01.05.01.6240.00	TELEPHONE/INTERNET	2,659	3,361	3,000	-
01.05.01.6245.00	PROFESSIONAL DEVELOPMENT	2,234	14,337	13,500	10,000
01.05.01.6380.00	MISC EXPENSE	-	-	200	500
01.05.31.6450.00	DONATIONS	2,312	-	-	-
01.05.01.6480.00	POSTAGE	5	-	1,000	-
Total		204,855	274,934	275,352	270,050
Capital/Transfer/Debt					
01.05.01.7020.00	SCHEDULED EQUIPMENT	5,384	-	-	-
01.05.01.7080.00	UNSCHEDULED EQUIPMENT	-	5,000	5,000	5,000
Total		5,384	5,000	5,000	5,000
Total		416,564	548,678	547,221	557,947
Total Events		(306,237)	(428,878)	(421,936)	(416,670)

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
CONCESSIONS					
Revenues					
01.08.**.4060.**	FOOD SALES	323,153	369,216	349,580	583,200
01.08.85.4670.00	SPONSORSHIP/DONATIONS	15,000	15,000	15,000	15,000
Total Revenues		338,153	384,216	364,580	598,200
Expenses					
Personnel					
01.08.85.5100.00	FULL TIME COMPENSATION	117,060	150,597	144,027	223,109
01.08.**.5200.**	PART TIME COMPENSATION	74,801	122,200	140,313	167,725
01.08.85.5540.00	UNEMPLOYMENT	(26)	-	-	-
Total Personnel		191,835	272,797	284,340	390,834
Operating					
01.08.85.6010.01	BANK FEES	3,872	6,097	5,000	4,000
01.08.85.6030.00	PROMOTION/ADVERTISING	-	9	-	-
01.08.85.6050.00	MILEAGE	984	-	2,000	2,000
01.08.85.6070.00	COMPUTER SERVICE FEES	5,396	5,997	2,000	2,000
01.08.**.6090.**	RECURRING MAINTENANCE	350	380	570	1,020
01.08.**.6100.**	GENERAL SUPPLIES	5,134	6,591	6,250	6,000
01.08.85.6115.00	UNIFORMS	304	1,083	500	600
01.08.85.6130.00	MEALS & MEETINGS	-	-	-	100
01.08.**.6140.**	COGS - FOOD	104,119	161,857	127,600	218,170
01.08.85.6145.00	CONCESSION WASTE	17,603	8,977	18,000	18,000
01.08.85.6170.00	PRINTING	-	-	100	-
01.08.**.6230.**	SALES TAX	17,712	19,000	19,069	33,270
01.08.85.6240.00	TELEPHONE/INTERNET	5,048	4,385	6,000	5,000
01.08.85.6245.00	PROFESSIONAL DEVELOPMENT	-	1,290	6,000	6,000
01.08.85.6250.00	TRAVEL	-	280	-	-
01.08.85.6270.00	GAS/OIL	340	1,675	-	500
01.08.**.6380.**	MISC EXPENSE	785	470	200	250
01.08.**.6410.**	REPAIR FACILITY & EQUIPMENT	1,925	-	500	1,000
01.08.85.6420.00	REPAIR MOBILE	-	1,132	500	1,000
Total Operating		163,573	219,223	194,289	298,910
Capital/Transfer/Debt					
01.08.85.7020.00	EQUIPMENT	-	701	-	5,000
01.08.**.7080.**	UNSCHEDULED EQUIPMENT	1,158	5,000	5,000	15,000
Total Capital/Transfer/Debt		1,158	5,701	5,000	20,000
Total Expenses		356,566	497,721	483,629	709,744
Total Concessions		(18,413)	(113,505)	(119,049)	(111,544)

Park District of the City of Fargo
2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
GOLF COURSES					
Revenues					
01.10.**.4060.**	FOOD SALES	5,014	-	6,250	-
01.10.**.4340.**	RENTAL INCOME	102,990	70,405	111,200	73,200
01.10.46.4380.00	POP MACHINES	865	147	900	900
01.10.**.4460.**	GREEN FEES	1,441,261	1,268,556	1,389,342	1,573,857
01.10.**.4480.**	SEASON TICKETS	1,088,892	1,115,618	959,648	1,282,784
01.10.**.4500.**	GAS GOLF CARTS	751,490	686,839	656,276	819,759
01.10.**.4540.**	DRIVING RANGE	314,121	317,322	288,233	329,000
01.10.46.4671.00	GRANT REVENUE	1,009	-	-	-
01.10.**.4672.**	ADVERTISING REVENUE	12,427	11,690	68,480	35,000
01.10.40.4675.00	FOUNDATION DONATIONS	-	12,000	-	-
01.10.**.4700.**	MISC INCOME	32,730	14,196	4,000	-
Total Revenues		3,750,799	3,496,773	3,484,329	4,114,500
Expenses					
Personnel					
01.10.**.5100.**	FULL TIME COMPENSATION	744,444	752,422	800,008	1,212,137
01.10.**.5200.**	PART TIME COMPENSATION	753,460	877,436	807,404	790,784
01.10.**.5540.**	UNEMPLOYMENT	1,088	2,026	150	-
Total Personnel		1,498,991	1,631,883	1,607,562	2,002,920
Operating Expenses					
01.10.**.6010.**	BANK FEES	138,048	174,853	119,400	95,829
01.10.**.6030.**	PROMOTION/ADVERTISING	20,226	90,082	61,860	65,779
01.10.**.6050.**	MILEAGE	1,680	499	2,900	12,400
01.10.**.6070.**	COMPUTER SERVICE FEES	64,035	179,604	91,690	106,875
01.10.**.6090.**	RECURRING MAINTENANCE	29,378	32,346	24,300	25,450
01.10.**.6100.**	GENERAL SUPPLIES	30,246	55,919	32,574	31,924
01.10.50.6110.00	INSURANCE	2,609	2,563	2,750	2,609
01.10.**.6115.**	UNIFORMS	3,627	5,891	3,200	3,300
01.10.**.6140.**	COGS	640	-	1,470	-
01.10.**.6150.**	OFFICE SUPPLIES	4,996	5,442	3,500	3,600
01.10.**.6170.**	PRINTING	3,667	17,170	9,180	9,000
01.10.**.6180.**	PURCHASED SERVICES	15,900	-	2,000	9,000
01.10.**.6190.**	RANGE BALLS	9,000	19,891	12,840	14,540
01.10.**.6230.**	SALES TAX	251,856	268,725	223,954	256,667
01.10.**.6240.**	TELEPHONE/INTERNET	26,347	34,309	25,867	28,610
01.10.**.6245.**	PROFESSIONAL DEVELOPMENT	12,659	24,348	34,910	45,625
01.10.**.6260.**	ELECTRIC	87,833	115,385	105,510	131,401
01.10.**.6270.**	GAS & OIL	97,016	101,432	102,000	106,380
01.10.**.6280.**	HEAT	24,665	46,780	14,350	41,250
01.10.**.6300.**	TOOLS MECHANICS	1,956	157	2,000	2,000
01.10.**.6320.**	WATER & CITY UTILITIES	50,838	18,709	50,150	55,150
01.10.**.6330.**	GOLF CART RENTAL	228,933	204,457	197,674	241,750
01.10.50.6350.00	BUILDING RENT	41,998	51,655	50,000	43,000
01.10.**.6360.**	IRRIGATION REPAIR	29,742	79,682	41,000	48,000
01.10.**.6380.**	MISC EXPENSE	790	450	150	150
01.10.**.6390.**	NURSERY	198,175	239,752	237,600	239,200
01.10.**.6410.**	REPAIR FACILITY & EQUIPMENT	390,199	110,905	83,600	95,000
01.10.**.6420.**	REPAIR MOBILE	84,287	114,153	74,300	79,500
01.10.**.6425.**	EQUIPMENT RENTAL	3,500	-	3,000	3,200
Total Operating Expenses		1,854,842	1,995,157	1,613,729	1,797,189
Capital/Transfers/Debt					
01.10.**.7020.**	SCHEDULED EQUIPMENT	58,691	1,076,396	1,445,450	436,250
01.10.**.7080.**	UNSCHEDULED EQUIPMENT & CAPITAL IMPROVEMENTS	12,783	20,250	23,750	23,500
01.10.10.7610.00	CONSTRUCTION	92,231	49,950	-	-
01.10.**.7620.**	BUILDING IMPROVEMENTS	204,691	144,528	-	-
01.10.50.7910.00	INTEREST	5,663	1,998	2,000	-
01.10.50.7950.00	PRINCIPLE	190,000	200,000	200,000	-
Total Capital/Transfers/Debt		564,059	1,493,122	1,671,200	459,750
Total Expenses		3,917,892	5,120,162	4,892,491	4,259,859
Total Golf Courses		(167,094)	(1,623,388)	(1,408,162)	(145,359)

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
FACILITIES					
Revenues					
01.15.**.4010.**	ADMISSIONS	2,692	2,356	2,650	2,650
01.15.**.4060.**	MERCHANDISE SOLD	185	200	450	450
01.15.**.4080.**	DRY FLOOR RENTAL	118,308	110,607	104,925	106,500
01.15.**.4140.**	ICE RENTAL	342,720	320,739	315,288	328,667
01.15.**.4340.**	RENTAL FEES	45,886	68,585	39,800	44,725
01.15.**.4380.**	POP MACHINES	5,657	6,757	1,300	1,300
01.15.10.4400.00	VENDING MACHINES	-	-	250	250
01.15.**.4560.**	SKATE SHARPENING	264	284	1,400	1,190
01.15.16.4610.00	FPD PROGRAM RENTAL	-	-	32,398	-
01.15.**.4620.**	VENDOR FEES	-	1,663	-	-
01.15.14.4660.00	INSURANCE CLAIMS	356,887	-	-	-
01.15.**.4672.**	ADVERTISING REVENUE	-	50,000	69,425	500
01.15.**.4700.**	MISC. INCOME	2,956	19,907	185,300	5,350
01.15.**.4755.**	SALE OF ASSETS	-	-	-	825,000
01.15.12.4910.00	BOND PROCEEDS	-	-	-	-
Total Revenues		875,554	581,097	753,186	1,316,582
Expenses					
Personnel					
01.15.**.5100.**	FULL TIME COMPENSATION	76,140	107,391	95,581	100,484
01.15.**.5105.**	COMMISSION	-	-	490	-
01.15.**.5200.**	PART TIME COMPENSATION	162,587	211,599	167,723	152,223
01.15.**.5540.**	UNEMPLOYMENT	(40)	-	700	700
Total Personnel		238,687	318,990	264,494	253,407
Operations					
01.15.**.6010.**	BANK FEES	104	75	-	-
01.15.25.6030.00	PROMOTION/ADVERTISING	-	-	-	-
01.15.**.6050.**	MILEAGE	281	251	-	-
01.15.**.6070.**	COMPUTER SERVICE FEES	3,700	2,003	3,860	3,860
01.15.**.6090.**	RECURRING MAINTENANCE	42,771	33,952	37,250	37,250
01.15.**.6100.**	GENERAL SUPPLIES	31,219	25,717	24,000	35,000
01.15.16.6110.00	INSURANCE	-	-	12,000	-
01.15.**.6115.**	UNIFORMS	1,312	1,971	1,500	1,650
01.15.16.6130.00	MEALS & MEETINGS	149	-	150	150
01.15.16.6140.00	MERCHANDISE RESALE	167	176	300	300
01.15.**.6150.**	OFFICE SUPPLIES	1,108	838	2,500	500
01.15.16.6170.00	PRINTING	74	107	-	-
01.15.**.6180.**	PURCHASED SERVICES	810	1,980	-	-
01.15.**.6230.**	SALES TAX	220	129	330	330
01.15.**.6240.**	TELEPHONE/INTERNET	16,203	17,796	12,250	13,250
01.15.16.6245.00	PROFESSIONAL DEVELOPMENT	-	-	-	5,000
01.15.10.6250.00	TRAVEL	-	-	100	100
01.15.**.6260.**	ELECTRIC	238,307	244,718	220,500	220,500
01.15.**.6270.**	GAS/OIL	7,243	3,291	7,000	7,000
01.15.**.6280.**	HEAT	150,402	201,120	81,000	81,000
01.15.**.6300.**	SHOP TOOLS	1,101	699	1,500	1,550
01.15.**.6320.**	WATER & CITY UTILITIES	31,693	38,049	31,300	31,300
01.15.**.6380.**	MISC EXPENSE	170	396	3,250	5,750
01.15.**.6410.**	REPAIR FACILITY & EQUIPMENT	222,410	163,469	80,000	80,000
01.15.**.6420.**	REPAIR MOBILE	7,868	3,663	3,500	3,500
Total		757,313	740,401	522,290	527,990
Capital/Transfers/Debt					
01.15.**.7020.**	SCHEDULED EQUIPMENT	37,202	745,123	1,157,425	112,100
01.15.**.7080.**	UNSCHEDULED EQUIPMENT & CAPITAL IMPROVEMENTS	1,542,181	55,773	13,500	97,500
01.15.**.7620.**	BUILDING IMPROVEMENTS	10,798	469,628	12,000	12,000
Total Capital/Transfers/Debt		1,590,181	1,270,523	1,182,925	221,600
Total Expenses		2,586,181	2,329,914	1,969,709	1,002,997
Total Facilities		(1,710,627)	(1,748,817)	(1,216,524)	313,585

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
FARGO PARKS CENTER					
Revenues					
01.16.01.4340.00	RENTAL FEES	-	-	-	556,409
01.16.01.4671.00	GRANT REVENUE	-	-	-	210,000
01.16.**.4672.**	ADVERTISING REVENUE	-	-	-	10,000
01.16.01.4700.00	MISCELLANEOUS REVENUE	-	-	-	100,000
Total Revenues		-	-	-	876,409
Expenses					
Personnel					
01.16.01.5100.00	FULL TIME COMPENSATION	-	-	-	468,790
01.16.01.5200.00	PART TIME COMPENSATION	-	-	-	220,000
01.16.01.5540.00	UNEMPLOYMENT	-	-	-	3,444
Total Personnel		-	-	-	692,234
Operations					
01.16.01.6010.01	BANK FEES	-	-	-	3,400
01.16.01.6030.00	PROMOTION/ADVERTISING	-	-	-	53,247
01.16.01.6050.00	MILEAGE	-	-	-	900
01.16.01.6070.00	COMPUTER SERVICE FEES	-	-	-	43,920
01.16.01.6100.00	GENERAL SUPPLIES	-	-	-	60,000
01.16.01.6110.00	INSURANCE	-	-	-	85,000
01.16.01.6115.00	UNIFORMS	-	-	-	3,400
01.16.01.6180.00	PURCHASED SERVICES	-	-	-	147,400
01.16.01.6240.00	TELEPHONE/INTERNET	-	-	-	19,600
01.16.01.6245.00	PROFESSIONAL DEVELOPMENT	-	-	-	13,500
01.16.01.6250.00	TRAVEL	-	-	-	750
01.16.**.6260.**	ELECTRIC	-	-	-	325,867
01.16.**.6270.**	GAS/OIL	-	-	-	10,597
01.16.**.6280.**	HEAT	-	-	-	98,696
01.16.01.6300.00	SHOP TOOLS	-	-	-	12,000
01.16.**.6320.**	WATER & CITY UTILITIES	-	-	-	30,579
01.16.01.6380.00	MISC EXPENSE	-	-	-	67,200
01.16.01.6390.00	NURSERY	-	-	-	5,000
01.16.01.6410.00	REPAIR FACILITY & EQUIPMENT	-	-	-	17,500
Total Operations		-	-	-	998,555
Capital/Transfers/Debt					
01.16.01.7075.00	SCHEDULED EQUIPMENT	-	-	-	210,000
Total Capital/Transfers/Debt		-	-	-	210,000
Total Expenses		-	-	-	1,900,789
Total FARGO PARKS CENTER		-	-	-	(1,024,380)

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
NEIGHBORHOOD PARKS					
Revenues					
01.20.19.4040.00	CAMPERS	181,055	179,097	180,000	180,005
01.20.19.4060.00	CONCESSION SALES	3,546	3,864	3,500	3,500
01.20.**.4100.**	EQUIPMENT RENTAL	42,427	35,911	43,850	43,000
01.20.**.4340.**	RENTAL INCOME - GENERAL	97,272	93,871	89,225	102,000
01.20.**.4380.**	POP MACHINES	197	161	150	120
01.20.**.4600.**	SHELTERS	74,282	62,265	46,500	82,000
01.20.**.4620.**	VENDOR IN THE PARK FEES	9,322	1,639	9,000	4,500
01.20.**.4660.**	INSURANCE CLAIMS	12,308	10,676	-	-
01.20.01.4670.00	SPONSORSHIP/DONATIONS	375	1,125	-	-
01.20.**.4672.**	ADVERTISING REVENUE	-	1,023	1,620	-
01.20.**.4700.**	MISC INCOME	1,856	435	300	300
Total Revenues		422,639	390,067	374,145	415,425
Expenses					
Personnel					
01.20.19.5100.00	FULL TIME COMPENSATION	22,102	-	26,941	-
01.20.**.5200.**	PART TIME COMPENSATION	236,270	290,633	222,545	264,392
01.20.18.5540.00	UNEMPLOYMENT	1,584	8,788	-	-
Total Personnel		259,957	299,421	249,486	264,392
Operations					
01.20.**.6010.**	BANK FEES	13,279	2,000	10,000	10,000
01.20.**.6030.**	PROMOTION/ADVERTISING	714	-	200	500
01.20.**.6070.**	COMPUTER SERVICE FEES	3,160	5,019	7,700	7,540
01.20.**.6090.**	RECURRING MAINTENANCE	43,127	65,037	36,700	49,300
01.20.**.6100.**	GENERAL SUPPLIES	36,675	49,744	44,300	46,200
01.20.**.6115.**	UNIFORMS	307	1,027	300	400
01.20.19.6140.00	MERCHANDISE RESALE	2,280	10,830	2,500	3,500
01.20.**.6150.**	OFFICE SUPPLIES	249	50	200	200
01.20.**.6170.**	PRINTING	23	-	300	-
01.20.**.6230.**	SALES TAX	15,952	7,272	15,926	200
01.20.**.6240.**	TELEPHONE/INTERNET	15,369	32,560	14,370	30,470
01.20.19.6245.00	PROFESSIONAL DEVELOPMENT	-	-	1,200	-
01.20.**.6260.**	ELECTRIC	166,626	155,823	155,600	191,500
01.20.**.6270.**	GAS/OIL	23,980	-	-	-
01.20.**.6280.**	HEAT	13,469	22,227	10,300	10,300
01.20.22.6290.00	YUNKER FARM UTILITES	10,838	18,063	13,000	13,000
01.20.**.6300.**	TOOLS	1,247	4,496	2,250	3,250
01.20.01.6310.00	PARK SIGNAGE	20,206	2,109	30,000	30,000
01.20.**.6320.**	WATER & CITY UTILITIES	208,804	163,042	184,350	231,800
01.20.01.6325.00	LANDFILL FEES	21,067	16,306	-	20,000
01.20.**.6350.**	COMPLEX RENTAL-HECTOR SOCCER	10,861	32,582	10,861	10,861
01.20.**.6360.**	IRRIGATION REPAIR	29,203	58,137	26,000	27,500
01.20.35.6380.00	MISC EXPENSE	-	180	-	-
01.20.**.6390.**	NURSERY	28,116	23,335	36,000	51,500
01.20.**.6410.**	REPAIR FACILITY & EQUIPMENT	340,505	153,151	152,200	168,500
01.20.01.6412.00	PAINT & REFURBISH	29,311	63,060	60,000	-
01.20.**.6420.**	REPAIR MOBILE	1,350	424	-	1,500
01.20.**.6425.**	EQUIPMENT RENTAL	452	-	350	-
01.20.30.6450.00	SPONSORSHIP/DONATIONS	15,128	15,000	15,000	-
Total Operations		1,052,297	901,473	829,607	908,021
Capital/Transfers/Debt					
01.20.**.7020.**	SCHEDULED EQUIPMENT	26,158	25,000	25,000	2,000
01.20.**.7080.**	UNSCHEDULED EQUIPMENT	619	2,500	2,500	1,580,200
01.20.**.7620.**	BUILDING IMPROVEMENTS	113,662	3,500	1,000	4,000
01.20.01.7800.00	TRANSFER TO FD 40	302,000	250,000	330,000	-
Total Capital/Transfers/Debt		442,439	281,000	358,500	1,586,200
Total Expenses		1,754,692	1,481,894	1,437,593	2,758,613
Total Neighborhood Parks		(1,332,053)	(1,091,827)	(1,063,448)	(2,343,188)

Park District of the City of Fargo
2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
SWIMMING POOLS					
Revenues					
01.25.**.4010.**	ADMISSIONS	241,431	192,185	162,450	207,800
01.25.10.4120.00	POOL RENTAL	4,675	-	-	-
01.25.**.4320.**	PROGRAM REGISTRATIONS	41,819	42,505	50,068	44,325
01.25.**.4340.**	RENTAL INCOME	75	2,338	-	2,000
01.25.**.4380.**	POP MACHINES	1,142	-	-	-
01.25.**.4480.**	SEASON PASSES	125,465	102,388	41,036	92,924
Total Revenues		414,607	339,415	253,554	347,049
Expenses					
Personnel					
01.25.**.5100.**	FULL TIME COMPENSATION	29,538	43,757	26,811	33,382
01.25.**.5200.**	PART TIME COMPENSATION	601,522	462,369	474,076	485,343
Total Personnel		631,060	506,126	500,887	518,725
Operations					
01.25.**.6010.**	BANK FEES	3,697	3,115	2,828	3,854
01.25.**.6030.**	PROMOTION/ADVERTISING	489	-	400	1,200
01.25.50.6050.00	MILEAGE	39	-	-	75
01.25.**.6060.**	POOL CHEMICALS	60,943	65,962	58,500	52,000
01.25.**.6070.**	COMPUTER SERVICE FEES	10,780	10,533	2,792	7,850
01.25.**.6090.**	RECURRING MAINTENANCE	4,368	480	1,400	4,350
01.25.**.6100.**	GENERAL SUPPLIES	11,022	2,857	9,050	8,450
01.25.**.6115.**	UNIFORMS	13,169	13,623	12,620	10,610
01.25.**.6180.**	PURCHASED SERVICES	6,913	7,048	2,900	3,950
01.25.**.6200.**	PROGRAM/EVENT EXPENSES	9,351	12,513	9,310	6,400
01.25.**.6230.**	SALES TAX	25,743	367	14,065	20,660
01.25.**.6240.**	TELEPHONE/INTERNET	4,572	2,986	1,200	2,200
01.25.**.6260.**	ELECTRIC	15,418	6,046	4,500	10,250
01.25.**.6280.**	HEAT	33,005	6,394	10,500	23,250
01.25.**.6320.**	WATER & CITY UTILITIES	37,627	22,228	26,700	19,700
01.25.**.6380.**	MISC EXPENSE	-	-	1,150	1,150
01.25.**.6410.**	REPAIR FACILITY & EQUIPMENT	88,446	54,653	46,000	56,489
Total Operations		325,581	208,805	203,915	232,438
Capital/Transfers/Debt					
01.25.**.7020.**	SCHEDULED EQUIPMENT	-	137,000	137,000	-
01.25.**.7080.**	UNSCHEDULED EQUIPMENT & CAPITAL IMPROVEMENTS	9,159	1,500	1,500	162,225
01.25.**.7910.**	INTEREST	21,224	8,551	222,900	4,350
01.25.**.7950.**	PRINCIPAL	275,000	280,000	785,000	290,000
Total Capital/Transfers/Debt		305,383	427,051	1,146,400	456,575
Total Expenses		1,262,024	1,141,982	1,851,202	1,207,738
Total Swimming Pools		(847,418)	(802,567)	(1,597,648)	(860,689)

Park District of the City of Fargo
 2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
PARK OPERATIONS					
Revenues					
01.30.**.4340.**	RENTAL FEES	89,923	74,481	86,400	92,222
01.30.01.4380.00	POP MACHINES	68	-	-	-
01.30.01.4660.00	INSURANCE CLAIMS	3,678	-	-	-
01.30.50.4675.00	FOUNDATION DONATIONS	275	3,910	-	-
01.30.50.4700.00	MISC. REVENUES	4,414	3,990	-	-
01.30.01.4755.00	SALE OF EQUIPMENT	164,865	-	-	25,000
01.30.01.4900.00	OTHER REVENUE	76,413	-	-	-
Total Revenues		339,635	82,381	86,400	117,222
Expenses					
Personnel					
01.30.**.5100.**	FULL TIME COMPENSATION	2,141,383	2,135,623	2,132,597	2,405,659
01.30.**.5200.**	SALARIES PART-TIME	438,727	734,690	758,550	739,843
01.30.01.5540.00	UNEMPLOYMENT	(157)	-	-	-
Total Personnel		2,579,953	2,870,313	2,891,147	3,145,503
Operations					
01.30.01.6010.00	BANK FEES	-	189	-	-
01.30.**.6050.**	MILEAGE	2,276	2,615	2,500	3,500
01.30.**.6070.**	COMPUTER SERVICE FEES	53,275	41,692	54,500	56,000
01.30.02.6080.00	CARPENTER SUPPLIES	4,140	6,444	3,000	4,000
01.30.**.6090.**	RECURRING MAINTENANCE	24,464	18,223	18,400	19,000
01.30.**.6100.**	GENERAL SUPPLIES	64,068	51,106	54,200	55,000
01.30.20.6102.00	AGRILIME - FIELDS	12,497	-	15,000	15,000
01.30.**.6115.**	UNIFORMS	14,924	16,133	14,300	14,500
01.30.01.6130.00	MEALS & MEETINGS	41	-	-	-
01.30.**.6150.**	OFFICE SUPPLIES	4,767	3,107	4,450	5,050
01.30.**.6170.**	PRINTING	2,727	643	1,700	1,700
01.30.01.6180.00	PURCHASED SERVICES	9,533	11,505	6,000	50,000
01.30.**.6240.**	TELEPHONE/INTERNET	18,439	31,173	20,600	19,600
01.30.**.6245.**	PROFESSIONAL DEVELOPMENT	20,967	24,029	34,615	44,085
01.30.01.6250.00	TRAVEL	-	(40)	-	-
01.30.**.6260.**	ELECTRIC	41,209	45,146	40,900	38,000
01.30.**.6270.**	GAS/OIL	223,063	209,475	180,000	205,000
01.30.**.6280.**	HEAT	40,472	49,236	20,800	23,500
01.30.**.6300.**	SHOP TOOLS	11,721	17,553	13,500	13,500
01.30.01.6310.00	SIGNS	362	-	-	-
01.30.**.6320.**	WATER & CITY UTILITIES	32,504	16,400	20,700	21,700
01.30.50.6340.05	PUBLIC PROTECTION-SECURITY COMPANY	27,504	13,436	24,000	35,000
01.30.**.6360.**	IRRIGATION REPAIR	9,744	5,215	15,000	15,000
01.30.**.6380.**	MISC EXPENSE	174	472	-	-
01.30.**.6390.**	NURSERY	98,772	95,566	116,000	119,000
01.30.**.6410.**	REPAIR FACILITY & EQUIPMENT	138,161	115,593	91,000	215,000
01.30.**.6412.**	PAINT & REFURBISH	-	-	-	235,000
01.30.**.6420.**	REPAIR MOBILE	201,654	191,908	186,500	186,500
01.30.**.6425.**	EQUIPMENT RENTAL	1,875	2,062	4,000	4,000
Total Operations		1,059,333	968,878	941,665	1,398,635
Capital/Transfers/Debt					
01.30.**.7020.**	SCHEDULED EQUIPMENT	644,846	1,662,100	1,662,100	1,520,053
01.30.50.7075.00	FOUNDATION DONATION EXPENSES	275	1,528	-	1,500
01.30.**.7080.**	UNSCHEDULED EQUIPMENT & CAPITAL IMPROVEMENTS	29,448	41,500	41,500	247,750
01.30.01.7620.00	BUILDING IMPROVEMENTS	-	26,088	-	-
01.30.**.7800.**	TRANSFER TO FD 40	1,388,945	730,000	730,000	-
01.30.01.7910.00	NORWEST LEASE - INTEREST	33,180	30,239	30,239	27,220
01.30.01.7950.00	NORWEST LEASE - PRINCIPAL	110,992	113,993	113,993	116,952
Total Capital/Transfers/Debt		2,207,686	2,605,448	2,577,832	1,913,475
Total Expenses		5,846,972	6,444,639	6,410,644	6,457,613
Total Park Maintenance		(5,507,337)	(6,362,258)	(6,324,244)	(6,340,391)

Park District of the City of Fargo
2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
ADMINISTRATION					
Revenues					
01.50.01.4340.00	RENTAL INCOME	16,962	19,481	32,000	16,962
01.50.01.4420.00	BANK INTEREST	319	2	-	-
01.50.01.4440.00	INVESTMENT INCOME	276,514	1,112,035	200,000	1,570,011
01.50.10.4672.00	ADVERTISING REVENUE - BROCHURE	7,800	9,570	10,590	10,590
01.50.**.4700.**	MISC INCOME	112,496	47,994	47,500	40,000
01.50.20.4810.00	GENERAL MILL LEVY	10,635,841	11,797,676	11,424,102	14,794,144
01.50.20.4815.00	RECREATION MILL LEVY	3,059,846	3,250,851	3,438,669	3,440,499
01.50.20.4820.00	HEALTH INSURANCE MILL LEVY	484,531	508,002	543,324	-
05.00.00.4830.00	PENSION MILL LEVY	446,280	481,658	1,694,313	-
09.50.10.4820.00	LIABILITY INSURANCE MILL LEVY	126,349	137,617	142,980	-
01.50.**.4845.**	INTEREST & PENALTY TAXES	27,655	13,033	25,000	(790,395)
01.50.20.4850.00	STATE AID	3,425,809	3,292,326	3,074,900	3,425,000
01.50.20.4920.00	FEMA PROCEEDS	1,921	-	-	-
Total Revenues		18,622,322	20,670,244	20,633,378	22,506,811
Expenses					
Personnel					
01.50.**.5100.**	FULL TIME COMPENSATION	1,238,077	1,763,611	1,838,218	2,056,842
01.50.**.5200.**	PART TIME SALARIES	17,613	43,434	51,775	57,470
01.50.**.5520.**	WORKFORCE SAFETY COMPENSATION	31,918	47,443	41,500	58,000
01.50.05.5545.00	BACKGROUND CHECK/DRUG SCRNM FEE	21,002	30,958	30,000	25,000
01.50.01.5560.00	HEALTH INSURANCE	1,742,775	1,346,011	1,126,968	1,601,646
01.50.01.5562.00	LONG TERM DISABILITY	19,659	24,922	22,500	26,500
01.50.01.5570.00	EMPLOYEE LIFE INSURANCE	10,746	12,407	11,900	9,900
05.00.**.5580.**	PENSION-City of Fargo	808,469	664,785	668,095	651,699
05.00.00.5582.00	EMPLOYER 457 MATCH	81,724	87,724	89,990	93,200
05.00.00.5585.00	EMPLOYER'S SHARE OF FICA	714,847	717,732	729,000	588,473
01.50.01.5571.02	PPACA COVERED LIFE FEE	773	800	900	772
Total Personnel		4,687,602	4,739,826	4,610,847	5,169,502
Operations					
01.50.**.6010.**	BANK FEES	(910)	4,751	7,200	4,500
01.50.01.6020.00	AUDIT/ACCOUNTING	30,235	45,000	40,000	48,000
01.50.**.6030.**	PROMOTION/ADVERTISING	68,743	55,207	112,554	77,150
01.50.**.6040.**	BROCHURE	31,014	42,309	37,800	53,000
01.50.**.6050.**	MILEAGE	1,676	3,799	2,400	13,575
01.50.**.6070.**	COMPUTER SERVICE FEES	166,374	235,507	170,000	271,300
01.50.**.6090.**	RECURRING MAINTENANCE	25,532	28,374	29,900	18,100
01.50.**.6100.**	GENERAL SUPPLIES	8,921	5,463	10,900	10,250
01.50.01.6110.00	INSURANCE	267,015	306,299	276,125	320,000
01.50.**.6115.**	UNIFORMS	100	8,820	2,000	3,700
01.50.01.6120.00	LEGAL EXPENSE	35,750	64,540	50,000	50,000
01.50.**.6130.**	MEALS & MEETINGS	3,612	5,682	3,150	11,500
01.50.**.6150.**	OFFICE SUPPLIES	17,352	8,790	15,000	10,000
01.50.01.6160.00	PARK BOARD	34,745	33,847	34,000	35,000
01.50.**.6170.**	PRINTING	2,846	2,983	7,600	8,500
01.50.**.6175.**	RECRUITMENT	3,641	10,836	8,500	8,100
01.50.**.6180.**	PURCHASED SERVICES	81,096	35,806	31,488	129,966
01.50.**.6240.**	TELEPHONE/INTERNET	19,447	18,237	21,150	24,671
01.50.**.6245.**	PROFESSIONAL DEVELOPMENT	33,930	67,568	64,095	120,785
01.50.**.6250.**	TRAVEL	7,180	9,754	7,000	14,250
01.50.01.6260.00	ELECTRIC	17,806	17,142	19,829	9,000
01.50.01.6280.00	HEAT	13,982	20,409	8,850	10,000
01.50.01.6320.00	WATER & CITY UTILITIES	3,200	4,550	4,200	3,000
01.50.01.6350.01	RENT-VSS BROADWAY CENTER	23,973	30,645	12,000	-
01.50.**.6380.**	MISC EXPENSE	25,744	2,490	6,000	6,000
01.50.01.6410.00	REPAIR FACILITY & EQUIPMENT	53,246	15,720	6,000	15,000
01.50.01.6425.00	EQUIPMENT RENTAL	3,455	3,455	3,500	3,600
01.50.**.6450.**	COMMUNITY PARTNERS	155,835	52,000	328,329	327,000
01.50.01.6480.00	POSTAGE/MAILING	7,375	6,820	8,000	8,000
01.50.01.6490.00	DISCOUNTS TAKEN	(1,192)	(1,120)	600	(500)
Total Operations		1,141,724	1,145,682	1,328,170	1,613,447
Capital/Transfers/Debt					
01.50.**.7020.**	SCHEDULED EQUIPMENT	388	1,500	1,500	62,000
01.50.**.7080.**	UNSCHEDULED EQUIPMENT & CAPITAL IMPROVEMENTS	85,526	8,000	8,000	275,000
01.50.15.7505.00	CONTINGENCY	-	95,000	95,000	90,000
01.50.01.7620.00	BUILDING IMPROVEMENTS	-	3,000	3,000	-
01.50.01.7800.00	TRANSFER TO CONSTRUCTION	2,000,000	1,587,677	755,904	1,644,621
01.50.01.7910.00	INTEREST	-	-	304,000	-
01.50.01.7950.00	PRINCIPAL	-	-	410,950	-
Total Capital/Transfers/Debt		2,085,914	1,695,177	1,578,354	2,071,621
Total Expenses		7,915,240	7,580,685	7,517,371	8,854,570
Total Administration		10,707,082	13,089,559	13,116,007	13,652,241

Park District of the City of Fargo
2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
BROADWAY SQUARE					
Revenues					
02.09.12.4010.00	ADMISSIONS	(30)	-	-	-
02.09.**.4060.**	TAXABLE FOOD SOLD	5,515	5,165	4,350	5,900
02.09.80.4065.00	BEER PERMIT FEES	1,500	450	2,000	1,500
02.09.**.4100.**	EQUIPMENT RENTAL	29,111	31,460	37,500	29,250
02.09.02.4140.00	ICE RENTAL	550	5,998	1,000	1,000
02.09.**.4320.**	PROGRAM INCOME	484	154	4,000	100
02.09.80.4340.00	FACILITY RENTAL	26,363	18,338	30,000	27,500
02.09.**.4345.**	ADMINISTRATIVE FEES	7,660	4,115	10,000	7,050
02.09.02.4560.00	SKATE SHARPENING	153	132	100	150
02.09.**.4620.**	VENDOR FEES	3,276	4,251	5,320	3,550
02.09.**.4670.**	SPONSORSHIP/DONATIONS	31,075	33,600	43,750	41,000
02.09.01.4671.00	GRANT REVENUE	-	-	1,000	1,000
02.09.**.4672.**	ADVERTISING REVENUE	4,500	4,000	8,000	4,000
02.09.01.4700.00	MISCELLANEOUS REVENUE	30,000	30,000	-	-
Total Revenues		140,156	137,662	147,020	122,000
Expenses					
02.09.01.5100.00	FULL TIME COMPENSATION	67,410	57,118	69,495	65,000
02.09.**.5200.**	PART TIME COMPENSATION	24,973	36,522	-	38,500
02.09.01.5540.00	UNEMPLOYMENT	1,235	(130)	-	-
02.09.**.6010.**	BANK FEES	589	802	1,000	700
02.09.**.6030.**	PROMOTION/ADVERTISING	28,224	19,564	46,800	39,600
02.09.01.6070.00	COMPUTER SERVICE FEES	2,702	2,793	70	2,500
02.09.01.6080.00	CUSTODIAL SUPPLIES	-	-	500	-
02.09.**.6090.**	RECURRING MAINTENANCE	21,887	23,786	23,000	24,600
02.09.**.6100.**	GENERAL SUPPLIES	8,039	3,483	10,500	8,250
02.09.01.6115.00	UNIFORMS	246	626	500	400
02.09.**.6125.**	SOLD SPONSORSHIP EXPENSES	-	-	2,500	3,120
02.09.**.6140.**	COGS - CONCESSIONS	2,610	2,310	3,000	2,075
02.09.01.6150.00	OFFICE SUPPLIES	1,417	2,447	2,500	2,500
02.09.01.6170.00	PRINTING	34	38	2,500	250
02.09.**.6180.**	PURCHASED SERVICES	60,283	38,295	50,050	70,000
02.09.**.6200.**	PROGRAM/EVENT EXPENSES	20,039	14,205	20,550	15,710
02.09.80.6205.00	RENTALS EXPENSES	3,391	6,975	14,000	3,000
02.09.**.6230.**	SALES TAX	2,368	2,413	6,600	2,500
02.09.01.6240.00	TELEPHONE/INTERNET	1,221	1,421	1,750	1,250
02.09.01.6245.00	PROFESSIONAL DEVELOPMENT	2,691	700	1,000	1,500
02.09.**.6260.**	ELECTRIC	19,223	22,684	20,500	19,500
02.09.02.6270.00	GAS/OIL	-	-	10	-
02.09.**.6280.**	HEAT	439	428	740	500
02.09.01.6290.00	UTILITIES - GENERAL	-	-	100	-
02.09.01.6310.00	SIGNS	448	1,180	250	400
02.09.01.6320.00	WATER & CITY UTILITIES	13,049	15,000	15,000	-
02.09.**.6380.**	MISC EXPENSE	60	-	500	-
02.09.**.6410.**	REPAIR FACILITY & EQUIPMENT	32,495	25,012	12,500	20,500
02.09.02.6420.00	REPAIR MOBILE	134	46	200	150
02.09.**.6425.**	EQUIPMENT RENTAL	1,688	23,781	8,500	17,500
02.09.01.6450.00	SPONSORSHIP/DONATIONS	-	-	2,500	500
02.09.01.6480.00	POSTAGE	-	-	500	-
02.09.01.7020.00	SCHEDULED EQUIPMENT	-	15,000	15,000	10,000
02.09.01.7080.00	UNSCHEDULED EQUIPMENT	-	4,515	5,000	2,500
Total		316,894	321,014	337,615	353,005
Total Expenses		316,894	321,014	337,615	353,005
Total Broadway Square		(176,738)	(183,352)	(190,595)	(231,005)

Park District of the City of Fargo
2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
FORESTRY					
Revenues					
08.30.15.4671.00	GRANT REVENUE	-	10,000	-	-
08.30.15.4675.00	FOUNDATION DONATIONS	2,100	-	-	-
08.30.**.4700.**	MISCELLANEOUS REVENUE	21,153	-	18,000	18,000
08.30.15.4825.00	FORESTRY MILL LEVY	1,058,319	1,142,218	1,186,734	-
Total Revenues		1,081,572	1,152,218	1,204,734	18,000
Expenses					
Personnel					
08.30.**.5100.**	FULL TIME COMPENSATION	356,186	409,511	410,868	512,197
08.30.**.5200.**	PART TIME SALARIES	171,760	225,031	238,720	241,060
08.30.15.5540.00	UNEMPLOYMENT	1,197	-	-	-
Total Personnel		529,143	634,542	649,588	753,256
Operations					
08.30.**.6070.**	COMPUTER SERVICE FEES	4,849	10,538	11,000	9,000
08.30.15.6090.00	RECURRING MAINTENANCE	540	770	1,800	1,800
08.30.**.6100.**	GENERAL SUPPLIES	5,736	10,189	6,950	7,250
08.30.**.6115.**	UNIFORMS	5,121	8,819	3,000	5,000
08.30.15.6150.00	OFFICE SUPPLIES	22	259	1,000	500
08.30.15.6170.00	PRINTING	-	360	-	-
08.30.**.6180.**	PURCHASED SERVICES-GENERAL	55,137	51,745	60,000	200,000
08.30.**.6240.**	TELEPHONE/INTERNET	3,391	7,588	3,800	3,800
08.30.**.6245.**	PROFESSIONAL DEVELOPMENT	6,491	8,516	3,690	10,825
08.30.15.6250.00	TRAVEL	-	-	-	500
08.30.15.6270.00	GAS & OIL	47,164	47,777	37,000	45,000
08.30.**.6300.**	TOOLS	4,673	13,200	4,400	5,000
08.30.**.6320.**	WATER & CITY UTILITIES	2,400	2,500	3,000	3,800
08.30.15.6325.00	LANDFILL FEES	17,209	31,265	60,000	20,000
08.30.**.6360.**	IRRIGATION REPAIR	1,241	1,274	1,250	1,500
08.30.**.6380.**	MISC EXPENSE	24	60,100	60,100	1,500
08.30.**.6390.**	ANNUAL PLANTING MATERIALS	51,381	49,679	49,500	50,500
08.30.15.6410.00	REPAIR FACILITY & EQUIPMENT	11,140	-	1,000	2,000
08.30.**.6420.**	REPAIR MOBILE	16,677	20,184	31,000	31,000
08.30.**.6425.**	EQUIPMENT RENTAL	584	-	700	1,500
Total Operations		233,780	324,762	339,190	400,475
Capital/Transfers/Debt					
08.30.15.7020.00	SCHEDULED EQUIPMENT - FORESTRY	368,641	130,000	130,000	210,000
08.30.15.7075.00	FOUNDATION DONATION EXPENSES	1,849	-	-	-
08.30.**.7080.**	UNSCHEDULED EQUIPMENT	2,599	8,813	5,500	5,500
08.30.**.7630.**	LANDSCAPE IMPROVEMENTS	68,923	74,399	69,000	104,000
Total Capital/Transfers/Debt		442,012	213,213	204,500	319,500
Total Expenses		1,204,935	1,172,517	1,193,278	1,473,231
Total Forestry Fund		(123,363)	(20,299)	11,456	(1,455,231)

Park District of the City of Fargo
2024 Final Budget, General Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
COURTS PLUS COUMMUNITY FITNESS					
Revenues					
10.12.06.4010.00	ADMISSIONS	86,760	95,171	87,000	98,000
10.12.**.4060.**	FRONT DESK TAXABLE CONCESSIONS	55,222	42,153	68,930	52,935
10.12.**.4220.**	MEMBERSHIPS	1,119,551	1,230,336	1,247,000	1,312,900
10.12.**.4240.**	GUEST FEES	103,913	113,848	130,000	110,000
10.12.03.4260.00	COURT FEES	123,879	151,330	110,000	125,000
10.12.**.4265.**	PRIVATE LESSONS	459,628	520,153	459,200	476,500
10.12.**.4270.**	LEAGUES	43,445	30,862	51,500	47,300
10.12.03.4275.10	USTA TOURNAMENTS	34,976	15,223	40,000	35,000
10.12.02.4280.00	LOCKER RENTAL	2,419	2,557	2,500	3,500
10.12.06.4282.00	TANNING	4,665	5,652	1,500	5,000
10.12.06.4300.00	DAYCARE	2,359	8,922	2,100	24,000
10.12.**.4320.**	YOUTH RECREATION ACTIVITIES	56,053	56,189	57,000	60,000
10.12.**.4340.**	GYM RENTALS	154,563	126,336	106,000	121,000
10.12.02.4345.00	PROCESSING FEE	9,850	12,825	11,000	12,000
10.12.**.4380.**	NON-TAXABLE COOLER BEVERAGES	59,620	63,491	57,500	43,300
10.12.20.4400.00	VENDING MACHINES - MASSAGE CHAIRS	884	1,046	1,000	1,000
10.12.03.4670.00	SPONSORSHIP/DONATIONS	21,520	26,000	17,000	16,000
10.12.20.4672.00	ADVERTISING REVENUE	228	433	-	-
10.12.**.4700.**	MISC. INCOME	1,896	1,008	4,000	1,000
Total Revenues		2,341,431	2,503,534	2,453,230	2,544,435
Expenses					
Personnel					
10.12.**.5100.**	FULL TIME COMPENSATION	656,623	671,384	684,062	654,049
10.12.**.5105.**	COMMISSION - FULLTIME	63,286	73,976	19,200	11,900
10.12.**.5200.**	PART TIME COMPENSATION	338,658	479,593	432,500	459,800
10.12.**.5205.**	COMMISSIONS - PART TIME	70,108	70,767	65,900	73,100
10.12.20.5540.00	UNEMPLOYMENT	(888)	-	-	-
10.12.20.5545.00	BACKGROUND CHECK/DRUG SCR N FEE	2,149	1,714	3,000	2,500
10.12.20.5560.00	HEALTH INSURANCE	119,012	-	125,000	-
Total Personnel		1,248,948	1,297,433	1,329,662	1,201,349
Operations					
10.12.**.6010.**	BANK FEES	58,083	72,358	60,450	72,500
10.12.02.6015.00	BAD DEBT EXPENSE	8,873	11,118	10,000	10,000
10.12.**.6030.**	PROMOTION/ADVERTISING	28,263	25,857	50,000	45,000
10.12.**.6050.**	MILEAGE	745	226	700	2,250
10.12.20.6070.00	COMPUTER SERVICE FEES	38,418	45,426	39,000	50,000
10.12.20.6090.00	RECURRING MAINTENANCE	128,898	136,719	125,000	140,000
10.12.**.6100.**	GENERAL SUPPLIES - PLAYGROUND	40,043	48,838	39,350	55,300
10.12.20.6115.00	UNIFORMS	1,912	3,249	3,000	2,500
10.12.20.6130.00	MEALS & MEETINGS	137	212	350	350
10.12.**.6140.**	CONCESSION COGS	66,951	73,782	76,300	71,500
10.12.20.6150.00	OFFICE SUPPLIES	1,687	1,945	3,200	2,500
10.12.20.6170.00	PRINTING	2,801	2,671	2,800	2,800
10.12.20.6180.00	PURCHASED SERVICES	2,813	5,906	5,000	5,000
10.12.**.6200.**	PROGRAM/EVENT EXPENSES	47,389	53,645	57,900	52,100
10.12.**.6220.**	YOUTH REC EXPENSES	11,784	15,664	17,000	20,000
10.12.**.6230.**	SALES TAX - FRONT DESK CONCESSIONS	2,472	2,770	8,700	3,200
10.12.20.6240.00	TELEPHONE/INTERNET	14,325	17,176	16,000	18,000
10.12.**.6245.**	PROFESSIONAL DEVELOPMENT	3,616	5,572	17,350	15,800
10.12.**.6250.**	TRAVEL	1,514	673	1,800	2,300
10.12.20.6260.00	ELECTRIC	118,845	130,624	144,000	126,000
10.12.20.6270.00	GAS/OIL	-	7,841	-	-
10.12.20.6280.00	HEAT	33,974	41,380	30,000	36,000
10.12.20.6320.00	WATER & CITY UTILITIES	10,488	12,272	11,000	11,000
10.12.**.6380.**	MISC EXPENSE	683	50	200	700
10.12.**.6410.**	REPAIR FACILITY & EQUIPMENT	143,335	114,267	101,400	310,200
10.12.20.6425.00	EQUIPMENT RENTAL	(55,090)	-	-	-
10.12.20.6480.00	POSTAGE/MAILING	1,371	1,244	1,000	1,200
Total Operations		714,330	831,484	821,500	1,056,200
Capital/Transfer/Debt					
10.12.**.7020.**	SCHEDULED EQUIPMENT	28,713	25,000	25,000	35,000
10.12.**.7080.**	UNSCHEDULED EQUIPMENT	19,007	6,500	6,500	9,500
10.12.20.7910.00	INTEREST	32,390	27,305	27,305	22,099
10.12.20.7950.00	PRINCIPAL	212,747	217,832	217,832	223,038
Total Capital/Transfer/Debt		292,857	276,637	276,637	289,637
Total Expenses		2,256,135	2,405,554	2,427,799	2,547,186
Total Courts Plus Community Fitness		85,296	97,980	25,431	(2,751)

PARK DISTRICT OF THE CITY OF FARGO
 2024 Budget
 DEBT SERVICE FUND BUDGET SUMMARY

CASH BALANCE JANUARY 1, 2023	\$	10,864,256
REVISED 2023 REVENUES & TRANSFER		<u>\$9,401,209</u>
RESOURCES AVAILABLE FOR 2023	\$	20,265,465
REVISED 2023 EXPENDITURES & TRANSFERS		<u>(5,468,863)</u>
PROJECTED CASH BALANCE JANUARY 1, 2024	\$	14,796,603
PROJECTED 2024 REVENUES & TRANSFERS		<u>10,169,246</u>
RESOURCES AVAILABLE FOR 2024	\$	24,965,849
PROJECTED 2024 EXPENDITURES		<u>(10,169,246)</u>
PROJECTED CASH BALANCE JANUARY 1, 2024		14,796,603
PROJECTED 2024 REVENUES	\$	10,169,246
PROJECTED 2024 EXPENDITURES		<u>(10,169,246)</u>
REVENUES OVER (UNDER) EXPENDITURES	\$	<u><u>-</u></u>

PARK DISTRICT OF THE CITY OF FARGO
 2024 Budget
 VALLEY SENIOR SERVICES FUND BUDGET SUMMARY

CASH BALANCE JANUARY 1, 2023	\$	4,029,653
REVISED 2023 REVENUES & TRANSFER		<u>5,785,057</u>
RESOURCES AVAILABLE FOR 2023	\$	9,814,710
REVISED 2023 EXPENDITURES & TRANSFERS		<u>(5,782,644)</u>
PROJECTED CASH BALANCE JANUARY 1, 2024	\$	4,032,066
PROJECTED 2024 REVENUES & TRANSFERS		<u>7,207,519</u>
RESOURCES AVAILABLE FOR 2024	\$	11,239,585
PROJECTED 2024 EXPENDITURES		<u>(7,207,519)</u>
PROJECTED CASH BALANCE JANUARY 1, 2024		4,032,066
PROJECTED 2024 REVENUES & TRANSFERS	\$	7,207,519
PROJECTED 2024 EXPENDITURES		<u>(7,207,519)</u>
REVENUES OVER (UNDER) EXPENDITURES	\$	<u><u>0</u></u>

Park District of the City of Fargo
 2024 Final Budget, Valley Senior Services Fund Department Details

		Actual 2022	Projected 2023	Budget 2023	Final Budget 2024
VALLEY SENIOR SERVICES					
Revenues					
****4010.**	CHARGES FOR SERVICE	927,185	906,861	919,000	942,500
20.45.20.4011.00	PROJECT INCOME - PACE	-	4,203	-	3,000
****4340.**	FACILITY RENT	13,316	9,690	8,000	13,750
****4420.**	BANK INTEREST	17	44	-	-
****4440.**	INVESTMENT INCOME	(34,033)	-	-	-
****4660.**	INSURANCE CLAIMS	11,154	3,785	-	-
****4670.**	SPONSORSHIP/DONATIONS	47,910	9,138	10,000	2,300
****4675.**	FOUNDATION DONATIONS	6,799	10,000	14,000	-
****4700.**	MISC REVENUE	7,333	-	-	-
****4810.**	MILL LEVY REVENUES	2,060,000	2,263,160	2,261,000	2,312,475
****4850.**	STATE FUNDING	34,606	28,165	27,000	33,500
****4855.**	FEDERAL FUNDS	2,423,389	1,485,510	1,490,333	3,070,446
****4860.**	USDA CASH INCOME	1,177,380	975,117	985,635	818,848
18.45.15.4865.00	LOCAL MATCH	-	29,541	32,516	-
****4875.**	ADDITIONAL LOCAL FUNDS	27,859	59,843	58,752	10,700
Total		6,702,915	5,785,057	5,806,236	7,207,519
Expenses					
Personnel					
****5100.**	FULL TIME COMPENSATION	1,636,385	1,583,993	1,711,795	1,818,376
****5200.**	PART TIME COMPENSATION	923,135	948,491	942,865	982,050
****5520.**	WORKFORCE SAFETY COMPENSATION	16,432	26,792	16,753	18,325
****5540.**	UNEMPLOYMENT	3,133	-	4,822	3,050
****5545.**	BACKGROUND CHECK/DRUG SCRIN FEE	5,891	5,000	7,311	-
****5560.**	HEALTH INSURANCE	302,704	319,169	336,844	324,275
****5562.**	LONG TERM DISABILITY	4,786	4,895	4,800	5,473
****5585.**	EMPLOYER'S SHARE OF FICA	193,528	197,378	203,298	209,812
****5610.**	DEFERRED COMPENSATION	80,645	84,763	86,475	86,700
Total		3,166,638	3,170,482	3,314,963	3,448,061
Operations					
****6010.**	BANK FEES	1,407	1,681	1,090	1,350
****6020.**	ACCOUNTING FEES/AUDIT	23,775	24,023	25,200	24,900
****6030.**	PROMOTION/ADVERTISING	21,476	26,134	23,150	24,250
****6050.**	MILEAGE	37,241	46,407	36,600	40,600
****6070.**	COMPUTER SERVICE FEES	34,212	35,973	34,035	35,350
****6085.**	VOLUNTEER RECOGNITION	10,858	3,009	8,250	11,000
****6090.**	RECURRING MAINTENANCE	57,475	53,256	49,800	60,350
****6100.**	GENERAL SUPPLIES	197,808	77,182	133,300	203,925
****6105.**	CONGREGATE / HD MEALS	1,661,967	1,768,394	1,762,500	2,477,765
****6110.**	INSURANCE	22,785	23,841	22,650	24,950
****6115.**	UNIFORMS	5,629	1,978	5,925	6,795
****6130.**	MEALS & MEETINGS	243	596	-	450
****6150.**	OFFICE SUPPLIES	12,424	11,956	11,425	13,525
****6170.**	PRINTING	16,820	21,940	21,100	18,550
****6175.**	RECRUITMENT - JOB ADS	13,053	9,447	3,700	18,400
****6180.**	PURCHASED SERVICES	420	-	500	500
****6185.**	MEMBERSHIPS	1,417	1,530	2,800	1,950
****6200.**	PROGRAM EXPENSES	550	391	-	550
****6240.**	TELEPHONE/INTERNET	36,456	38,145	36,680	38,050
****6245.**	PROFESSIONAL DEVELOPMENT	6,943	763	6,675	10,645
****6270.**	GAS/OIL	103,022	98,629	107,500	118,850
****6290.**	UTILITIES - GENERAL	50,954	34,106	40,000	56,200
****6350.**	BUILDING RENT	(1,566)	74,581	68,754	94,253
****6380.**	MISC EXPENSE	676	52	2,684	1,300
****6410.**	REPAIR FACILITY & EQUIPMENT	23,007	16,394	9,500	28,525
****6420.**	REPAIR MOBILITY	57,731	50,562	51,200	67,800
****6450.**	DONATIONS	7,000	-	1,500	-
20.45.10.6455.00	RSVP	-	-	3,500	-
****6480.**	POSTAGE	22,700	23,765	24,750	25,675
Total Operations		2,426,483	2,444,733	2,494,768	3,406,458
Capital/Transfer/Debt					
****7080.**	UNSCHEDULED RECREATION EQUIP	160,282	167,428	-	266,600
****7620.**	BUILDING IMPROVEMENTS	-	-	-	86,400
****7910.**	SPECIAL ASSESSMENT PAYMENT - INTEREST	5,277	-	-	-
****7950.**	SPECIAL ASSESSMENT PAYMENT - PRINCIPAL	64,228	-	-	-
Total Capital/Transfer/Debt	Total Capital/Transfer/Debt	229,787	167,428	-	353,000
Total Expenses		5,822,908	5,782,644	5,809,731	7,207,519
TOTAL VALLEY SENIOR SERVICES		880,008	2,413	(3,495)	0



MEMORANDUM

DATE: December 6, 2023

TO: Fargo Park Board Commissioners

FROM: Commissioner Jerry Rostad

RE: Agenda Item No. 6 – Board to discuss next steps for Executive Director position

Background Information

At the Park Board meeting on September 5th, 2023, the Fargo Park Board Commissioners appointed Susan Faus as the Interim Executive Director.

At the board meeting on December 12th, Park Board Commissioners will discuss the next steps for the Executive Director position.

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

Thank you.